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21CM-CC00112 • JOHN E CURRAN PC D/B/A C V DEBRA R TWENTER ET AL (E-CASE)

[Case](#) [Parties & Attorneys](#) [Docket Entries](#) [Charges, Judgments & Sentences](#) [Service Information](#) [Filings Due](#) [Scheduled Hearings & Trials](#) [Civil Judgments](#) [Garnishments/Execution](#)

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10/13/2021 ☐ [Counterclaim/Petition Filed](#)

Defendant, Twenters, Counter Petition; Exhibit A; Exhibit B; Electronic Filing Certificate of Service.

Filed By: GERARD JOSEPH HARMS JR

On Behalf Of: DEBRA R TWENTER, COPIES ETC., INC., M/A/D PROPERTIES, LLC

☐ [Answer Filed](#)

Defendants Answer to Plaintiffs Petition; Electronic Filing Certificate of Service.

Filed By: GERARD JOSEPH HARMS JR

09/30/2021 ☐ [Order](#)

Motion to Dismiss is denied. So ordered. AGK

09/23/2021 ☐ [Exhibit Filed](#)

Amended Exhibit 3 to Plaintiffs Petition; Electronic Filing Certificate of Service.

Filed By: DEREK LEE SMITH

On Behalf Of: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES

☐ [Order](#)

UNDER ADVISEMENT; JUDGE KOEPPEN

☐ [Hearing Held](#)

CASE CALLED. ATTORNEYS SMITH AND HARMS APPEAR. ARGUMENTS HEARD ON RESPONDENTS MOTION TO DISMISS. RESPONDENT TWENTER REQUESTS UNREDATED COPY OF EXHIBIT 3 ATTACHED TO PETITION AND SAME IS GRANTED. ALL OTHER MATTERS TAKEN UNDER ADVISEMENT. AGK

Scheduled For: 09/23/2021; 9:00 AM; AARON GABRIAL KOEPPEN; Camden

09/17/2021 ☐ [Affidavit for Service by Mail](#)

Affidavit of Service of MAD Properties LLC; Certified Mail Return Receipt; Electronic Filing Certificate of Service.

Filed By: DEREK LEE SMITH

On Behalf Of: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES

☐ [Affidavit for Service by Mail](#)

Affidavit of Service of Copies Etc Inc; Certified Mail Return Receipt; Electronic Filing Certificate of Service.

Filed By: DEREK LEE SMITH

09/08/2021 ☐ [Hearing Scheduled](#)

Associated Entries: 09/23/2021 - Hearing Held

Scheduled For: 09/23/2021; 9:00 AM; AARON GABRIAL KOEPPEN; Camden

[Privacy](#) - [Terms](#)

☐ **Notice of Hearing Filed**

Notice of Hearing on Defendants Motions to Dismiss; Electronic Filing Certificate of Service.

**Filed By:** DEREK LEE SMITH

**On Behalf Of:** JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES

09/03/2021 ☐ **Motion to Dismiss**

Motion to Dismiss of Defendant, Debra R. Twenter; Electronic Filing Certificate of Service.

**Filed By:** GERARD JOSEPH HARMS JR

**On Behalf Of:** DEBRA R TWENTER

☐ **Motion to Dismiss**

Motion to Dismiss of Defendant, Copies Etc.; Electronic Filing Certificate of Service.

**Filed By:** GERARD JOSEPH HARMS JR

**On Behalf Of:** COPIES ETC., INC.

☐ **Motion to Dismiss**

Motion to Dismiss of MAD Properties, LLC; Electronic Filing Certificate of Service.

**Filed By:** GERARD JOSEPH HARMS JR

**On Behalf Of:** M/A/D PROPERTIES, LLC

☐ **Entry of Appearance Filed**

Entry of Appearance; Electronic Filing Certificate of Service.

**Filed By:** GERARD JOSEPH HARMS JR

**On Behalf Of:** DEBRA R TWENTER, COPIES ETC., INC., M/A/D PROPERTIES, LLC

08/03/2021 ☐ **Alias Summons Issued**

Document ID: 21-SMCC-889, for M/A/D PROPERTIES, LLC.

☐ **Alias Summons Issued**

Document ID: 21-SMCC-888, for COPIES ETC., INC..

☐ **Request for Alias Summons**

Letter to Clerk requesting alias summons to Secretary of State.

**Filed By:** DEREK LEE SMITH

**On Behalf Of:** JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES

☐ **Summons Returned Non-Est**

Document ID - 21-SMCC-837; Served To - COPIES ETC., INC.; Server - ; Served Date - 03-AUG-21; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Non-est

☐ **Summons Returned Non-Est**

Document ID - 21-SMCC-838; Served To - M/A/D PROPERTIES, LLC; Server - ; Served Date - 03-AUG-21; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Non-est

☐ **Notice of Service**

Server Return MAD Properties, LLC Non Est.

**Filed By:** DEREK LEE SMITH

**On Behalf Of:** JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES

☐ **Notice of Service**

Server Return Copies Etc Non Est.

**Filed By:** DEREK LEE SMITH

07/21/2021 ☐ **Alias Summons Issued**

Document ID: 21-SMCC-838, for M/A/D PROPERTIES, LLC.

☐ **Alias Summons Issued**

Document ID: 21-SMCC-837, for COPIES ETC., INC..

☐ **Alias Summons Issued**

☐ Order - Special Process Server

07/20/2021 ☐ Proposed Order Filed

Order Appointing Special Process Server.

Filed By: DEREK LEE SMITH

On Behalf Of: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES

☐ Motion Special Process Server

Motion Appointing Special Process Server.

Filed By: DEREK LEE SMITH

☐ Alias Summons Requested

7-20-21 Letter to Court Requesting Alias Summons.

Filed By: DEREK LEE SMITH

☐ Summons Returned Non-Est

Document ID - 21-SMCC-691; Served To - M/A/D PROPERTIES, LLC; Server - SO COOPER COUNTY - BOONVILLE; Served Date - 19-JUL-21; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Non-est; Service Text - does not reside here

☐ Summons Returned Non-Est

Document ID - 21-SMCC-690; Served To - COPIES ETC., INC.; Server - SO COOPER COUNTY - BOONVILLE; Served Date - 19-JUL-21; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Non-est; Service Text - does not reside here

☐ Summons Returned Non-Est

Document ID - 21-SMCC-689; Served To - TWENTER, DEBRA R; Server - SO COOPER COUNTY - BOONVILLE; Served Date - 19-JUL-21; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Non-est; Service Text - does not reside here

☐ Notice of Service

Return - D. Twenter; Electronic Filing Certificate of Service.

☐ Notice of Service

Return - Copies; Electronic Filing Certificate of Service.

☐ Notice of Service

Return - MAD; Electronic Filing Certificate of Service.

06/21/2021 ☐ Summons Issued-Circuit

Document ID: 21-SMCC-691, for M/A/D PROPERTIES, LLC.

☐ Summons Issued-Circuit

Document ID: 21-SMCC-690, for COPIES ETC., INC..

☐ Summons Issued-Circuit

Document ID: 21-SMCC-689, for TWENTER, DEBRA R.

06/18/2021 ☐ Filing Info Sheet eFiling

Filed By: DEREK LEE SMITH

☐ Pet Filed in Circuit Ct

Petition with Exhibits.

Filed By: DEREK LEE SMITH

On Behalf Of: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES

## IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

JOHN E. CURRAN, P.C.,  
d/b/a Curran & Associates,

Plaintiff,

vs.

Case No. \_\_\_\_\_

DEBRA R. TWENTER,  
Serve at: 414 Main Street,  
Boonville, MO 65233

and

COPIES ETC., INC.  
Serve at: Care of Debra R. Twenter  
f/k/a Debra Rae Hershberger  
414 Main Street, Boonville, MO 65233

and

M/A/D Properties, LLC  
Serve at: Care of Debra R. Twenter  
f/k/a Debra Rae Hershberger  
414 Main Street, Boonville, MO 65233

Defendants.

**PETITION**

COMES NOW John E. Curran, P.C., Plaintiff, by and through its legal counsel of record, Derek Smith, of the law firm of Curran & Associates, and for its causes of action against Defendants Debra R. Twenter, Copies Etc., Inc., and M/A/D Properties, LLC, states as follows:

**PARTIES AND VENUE**

1. Plaintiff is a professional corporation licensed and authorized to do business in the State of Missouri, doing business as Curran & Associates, with its principal place of business at 4427 Osage Beach Parkway, Suite A100, Osage Beach, MO 65065.

2. John F. Curran is a member of the Missouri Bar and is a practicing attorney and is the sole shareholder of Plaintiff.

3. Defendant Debra R. Twenter, f/k/a Debra R. Hershberger ("Twenter") is a resident of Cooper County, Missouri and is of lawful age with the capacity to enter into enforceable contracts in the State.

4. Defendant Copies Etc., Inc. ("Copies Etc.") is a Missouri corporation in good standing whose registered agent is located at 414 Main Street, Boonville, MO 65233.

5. Defendant M/A/D Properties, LLC ("M/A/D") is a Missouri limited liability company in good standing whose registered agent is located at 414 Main Street, Boonville, MO 65233.

6. Defendant Twenter is the sole member of Defendant M/A/D and the sole shareholder of Defendant Copies Etc. and is solely authorized to enter into contracts on behalf of Defendant M/A/D and Defendant Copies Etc.

7. Defendant Twenter has complete control over and domination of Defendants M/A/D and Copies Etc., including their finances, policy, and business

practices so that such Defendants M/A/D and Copies Etc. have no separate mind, will or existence of their own.

8. Defendants M/A/D and Copies Etc. are the alter-ego of Defendant Twenter.

9. Defendant Twenter uses funds from Defendants M/A/D and Copies Etc. to pay her personal expenses.

10. Defendant Twenter uses assets of Defendants M/A/D and Copies Etc. for her own personal use and enjoyment.

11. Defendant Twenter hired Plaintiff to represent her personally in a dissolution matter as well as defend Defendants M/A/D and Copies Etc. against allegations made in such dissolution matter.

12. Venue is proper in Camden County, Missouri pursuant to R.S.Mo. § 508.010 and § 347.069.

### **COUNT I: BREACH OF CONTRACT**

**COMES NOW** John E. Curran, P.C., Plaintiff, by and through its legal counsel of record, Derek Smith, of the law firm of Curran & Associates, and for its first cause of action against Defendants Twenter, M/A/D, and Copies Etc., states as follows:

13. Plaintiff hereby incorporates each and every allegation contained in Paragraphs 1-12 of this Petition as though fully set forth herein.

14. Plaintiff and Defendants Twenter, M/A/D, and Copies Etc. entered into an employment contract in Camden County, Missouri, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference, whereby Plaintiff would furnish legal services to Defendant Twenter in her dissolution of marriage action and represent Defendants M/A/D and Copies Etc., against allegations made by Defendant Twenter's ex-husband, and all Defendants would pay Plaintiff the reasonable value of the services rendered.

15. Plaintiff provided legal services necessary for the dissolution action.

16. All Defendants readily accepted the services.

17. Plaintiff furnished these services in Camden County, Missouri until on or about July 22, 2020.

18. The reasonable value of the services provided by Plaintiff and accepted by all Defendants is ONE HUNDRED FIVE THOUSAND SEVENTY-SEVEN AND 96/100 DOLLARS (\$105,077.96).

19. All Defendants made payments to Plaintiff totaling TWENTY-TWO THOUSAND TWO HUNDRED FOUR DOLLARS AND 75/100 (\$22,204.75) leaving a remaining balance of EIGHTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 21/100 DOLLARS (\$82,873.21).

20. All Defendants have failed and refused to pay the balance due.



21. On August 24, 2020, Plaintiff demanded from all Defendants the balance due to Plaintiff, but Defendants have neglected and refused to pay the same or any part thereof.

22. Pursuant to Section 408.020, RSMo., Plaintiff is entitled to interest that has accrued and continues to accrue on the unpaid balance at the rate of nine percent (9%) per annum.

23. Defendants M/A/D and Copies Etc. are the alter-ego of Defendant Twenter, and the Court should pierce the corporate veil of such Defendants M/A/D and Copies Etc.

**WHEREFORE**, Plaintiff prays for a judgment against Defendants Twenter, M/A/D, and Copies Etc., jointly and severally, in the amount of EIGHTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 21/100 DOLLARS (\$82,873.21); for Plaintiff's costs; pre-judgment interest and post-judgment interest at a statutory rate of 9% annum; for its attorney's fees and costs; and for such other and further relief as the Court may deem just in the circumstances.

### **COUNT II: SUIT ON ACCOUNT**

**COMES NOW** John E. Curran, P.C., Plaintiff, by and through its legal counsel of record, Derek Smith, of the law firm of Curran & Associates, and for its second cause of action against Defendants Twenter, M/A/D, and Copies Etc., states as follows:



24. Plaintiff hereby incorporates each and every allegation contained in Paragraphs 1-23 of this Petition as though fully set forth herein.

25. On or about October 14, 2018, Plaintiff and its attorneys were requested by all Defendants to represent all Defendants and perform certain legal services in Camden County, Missouri on all Defendants' behalf regarding Defendant Twenter's dissolution of marriage action, case number 18CM-DR00053, and the allegations made against Defendants M/A/D and Copies Etc. in such action.

26. Plaintiff furnished these services until on or about July 22, 2020.

27. Such services were accepted by all Defendants.

28. Defendant Twenter, on her individual behalf and on behalf of and as an agent of Defendants M/A/D and Copies Etc., on the aforesaid date and on several dates thereafter, promised and agreed to pay Plaintiff the reasonable value of the services to be rendered by it and its staff, together with all reasonable and necessary expenses incurred on Defendants' behalf.

29. Plaintiff, through its attorneys, duly performed services requested and other incidental services for the Defendants, and as such, Plaintiff has incurred expenses thereon.

30. The reasonable value of the services accepted by the Defendants is ONE HUNDRED FIVE THOUSAND SEVENTY-SEVEN AND 96/100 DOLLARS (\$105,077.96).

31. Defendants made payments on the account totaling TWENTY-TWO THOUSAND TWO HUNDRED FOUR AND 75/100 DOLLARS (\$22,204.75) leaving a true and correct remaining balance of EIGHTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 21/100 DOLLARS (\$82,873.21).

32. An itemization of such charges by Plaintiff to Defendants' account is attached hereto as Exhibit 3, incorporated herein by reference, and such charges are fair and reasonable.

33. Plaintiff has submitted its monthly invoice to Defendants each month with a request to pay, the last being on May 21, 2021, a copy of which is attached hereto as Exhibit 2 and incorporated herein by reference.

34. On August 24, 2020, Plaintiff demanded from Defendants the balance due to Plaintiff, but Defendants have neglected and refused to pay the same or any part thereof.

35. Pursuant to Section 408.020, RSMo., Plaintiff is entitled to interest that has accrued and continues to accrue on the unpaid balance at the rate of nine percent (9%) per annum.

36. Defendants M/A/D and Copies Etc. are the alter-ego of Defendant Twenter, and the Court should pierce the corporate veil of such Defendants M/A/D and Copies Etc.

**WHEREFORE**, Plaintiff prays for a judgment against Defendants Twenter, M/A/D, and Copies Etc., jointly and severally, in the amount of EIGHTY-TWO

THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 21/100 DOLLARS (\$82,873.21); for Plaintiff's costs; pre-judgment interest and post-judgment interest at a statutory rate of 9% annum; for attorney's fees and costs; and for such other and further relief as the Court may deem just in the circumstances.

**COUNT III: QUANTUM MERUIT**

**COMES NOW** Plaintiff and for its third cause of action against Defendants Twenter, M/A/D, and Copies Etc. states and alleges as follows:

37. Plaintiff hereby incorporates each and every allegation contained in Paragraphs 1-36 of this Petition as though fully set forth herein.

38. On or about October 14, 2018 through on or about July 22, 2020, Plaintiff provided legal services in Camden County, Missouri to Defendants Twenter, M/A/D, and Copies Etc.

39. Such legal services provided by Plaintiff were made with all Defendants' knowledge and consent.

40. All Defendants readily accepted the services provided by Plaintiff.

41. The reasonable value of the services provided by Plaintiff accepted by the Defendants is ONE HUNDRED FIVE THOUSAND SEVENTY-SEVEN AND 96/100 DOLLARS (\$105,077.96).

42. Defendants made payments to Plaintiff for services rendered by Plaintiff totaling TWENTY-TWO THOUSAND TWO HUNDRED FOUR AND 75/100 DOLLARS (\$22,204.75) leaving a remaining balance of EIGHTY-TWO

THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 21/100 DOLLARS (\$82,873.21).

43. Defendants have failed and refused to pay the reasonable balance due.

44. On August 24, 2020, Plaintiff demanded from Defendants the balance due to Plaintiff but Defendants have neglected and refused to pay the same or any part thereof.

45. It is unjust and inequitable for Defendants to retain the benefit of the legal services provided by Plaintiff without paying the balance due.

46. Plaintiff has incurred attorney's fees in bringing and defending this action and will continue to do so in the future.

47. Defendants M/A/D and Copies Etc. are the alter-ego of Defendant Twenter and the Court should pierce the corporate veil of such Defendants M/A/D and Copies Etc.

**WHEREFORE**, Plaintiff prays for a judgment against Defendants Twenter, M/A/D, and Copies Etc., jointly and severally, in the amount of EIGHTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 21/100 DOLLARS (\$82,873.21); for Plaintiff's costs; pre-judgment interest and post-judgment interest at a statutory rate of 9% annum; for attorney's fees and costs; and for such other and further relief as the Court may deem just in the circumstances.

**COUNT IV: ACTION ON ACCOUNT STATED**

**COMES NOW** John E. Curran, P.C., Plaintiff, by and through its legal counsel of record, Derek Smith, of the law firm of Curran & Associates, and for its fourth cause of action against Defendants Twenter, M/A/D, and Copies Etc., states as follows:

48. Plaintiff hereby incorporates each and every allegation contained in Paragraphs 1-47 of this Petition as though fully set forth herein.

49. Plaintiff and Defendants Twenter, M/A/D, and Copies Etc., have an open account for legal services provided by Plaintiff to Defendants Twenter, M/A/D, and Copies Etc.

50. Defendants Twenter, M/A/D, and Copies Etc. have agreed with Plaintiff that the reasonable value of the open account between the parties for the legal services provided by Plaintiff in Camden County, Missouri between on or about October 14, 2018 through on or about July 22, 2020 is ONE HUNDRED FIVE THOUSAND SEVENTY-SEVEN AND 96/100 DOLLARS (\$105,077.96).

51. Defendants have made payments on the open account totaling TWENTY-TWO THOUSAND TWO HUNDRED FOUR AND 75/100 DOLLARS (\$22,204.75) leaving a true and correct remaining balance of EIGHTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 21/100 DOLLARS (\$82,873.21).

52. Defendants Twenter, M/A/D, and Copics Etc. unconditionally promised to pay Plaintiff the remaining balance of the open account.

53. On August 24, 2020, Plaintiff demanded from Defendants the balance due to Plaintiff, but Defendants have neglected to pay the same or any part thereof.

54. Pursuant to Section 408.020, RSMo., Plaintiff is entitled to interest that has accrued and continues to accrue on the unpaid balance at the rate of nine percent (9%) per annum.

55. Defendants M/A/D and Copics Etc. are the alter-ego of Defendant Twenter and the Court should pierce the corporate veil of such Defendants M/A/D and Copics Etc.

**WHEREFORE**, Plaintiff prays for a judgment against Defendants Twenter, M/A/D, and Copics Etc., jointly and severally, in the amount of EIGHTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 21/100 DOLLARS (\$82,873.21); for Plaintiff's costs; pre-judgment interest and post-judgment interest at a statutory rate of 9% annum; for attorney's fees and costs; and for such other and further relief as the Court may deem just in the circumstances.

Respectfully submitted,

**CURRAN & ASSOCIATES**

**By:** /s/DEREK SMITH  
Derek Smith #69457  
4427 Osage Beach Parkway  
Suite A100  
Osage Beach, MO 65065  
(573) 348-3157 phone  
(573) 348-3093 fax  
dsmith@jcurranpc.com  
**ATTORNEY FOR PLAINTIFF**



DATE: 10-13-18

CLIENT NAME: Debra Hershberger

Re: [Style of Case] Hershberger v. Hershberger

## Employment Contract

The law firm of Curran & Associates ("Firm") appreciates the opportunity to be of service, and we thank you for your trust and confidence. This letter is to put in writing our agreement for legal services, and payment of attorney's fees.

## CLIENT

## SCOPE OF SERVICES

[CLIENT NAME] ("Client") is hiring the Firm to represent Client regarding Disruption of Marriage ("Matter").

Firm has agreed to represent Client in connection with the Matter, until a settlement or judgment is reached. This agreement does not extend to appeals, writs or other post-trial matters.

Firm agrees to provide reasonable and necessary legal services. However, Firm makes no representation, promises or guarantees as to the outcome of any matter.

## ATTORNEY'S FEES AND EXPENSES

\$5000.00

Client agrees to pay the firm a retainer fee of ~~(AMOUNT OF RETAINER)~~ which shall be placed in escrow and drawn down by Firm as used at the hourly billing and expense rates below.

Thereafter, Client will be billed on an hourly basis. Currently, the Firm's hourly rates are as follows:

John E. Curran, Attorney	\$300.00
Derek L. Smith, Associate Attorney	\$225.00
Britnie Byers, Associate Attorney	\$200.00
Nicholas Simpson, Associate Attorney	\$200.00
Diana Harrison, Paralegal	\$ 85.00
Robin Williams, Paralegal	\$ 85.00

Firm reserves the right to change these rates at any time. At the time rates are increased, Client will be notified of such.

Time is billed in quarter hour increments. If less than a quarter-hour is expended, Client will be charged for the full quarter-hour. Mr. Curran bills in 21 minute minimum intervals.

Any court appearance routinely has a minimum one hour charge.

In addition, Firm's current charges for basic expenses are as follows:

Photocopies	\$0.50 per page
Fax transmissions	\$4.00 each
Long distance phone calls	\$3.00 each
Transmittal letters	\$18.50 each
E-mail transmissions	\$4.00 each

Monthly Invoices containing an itemization of that month's charges and expenses, and any remaining balance from previous months are sent by email. Firm expects monthly payments of charges unless Client has made other arrangements with Firm.

Any questions concerning statements should be directed to the supervising attorney handling the Matter.

## REPRESENTATION

The legal services to be provided include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documents, trial preparation and all related work required to properly represent the client in this matter.

Firm is representing the Client in this Matter. It is understood by Client and any third party assisting Client financially, emotionally or otherwise, that the firm's duty is to act in the best interest of Client, and the Firm cannot share information about Client's case with anyone other than Client without express permission.

The attorney who initially met with Client is the supervising attorney in this matter. The supervising attorney is the attorney ultimately responsible for the legal strategies and decisions made in the Matter.

It is this Firm's absolute policy to send Client by fax, email, or regular mail, copies of all Incoming correspondence concerning the Matter. There can be no exceptions to that policy. Client is charged for photocopies and a fee of \$18.50 for each mailing or fax.

Firm will make every effort to keep Client informed. Client will receive copies of all documents prepared or received by Firm. These documents will include notices of court appearances. While Client is welcome to be present at court appearances, it generally is not necessary for Client to be there. Client must advise Firm if Client intends to be in court. Any time Client's presence is required, Firm will send Client notification that Client must be there.

Client acknowledges email communications are not as confidential as phone or regular mail, and are more subject to interception. Client consents to receive communications by email. To request communications to be sent in a different fashion, contact your attorney.

Firm must have all the facts to represent Client. Anything Client tells any Firm employee is strictly confidential.

Client will be cooperative and truthful. If Client is not, this Firm will not continue to represent Client. It is essential to notify Firm of any change of address or telephone number or additional information that may affect Client's case.

Upon the conclusion of the Matter, if there is a refund of court fees, it will usually be paid to this Firm by the Court Clerk. If Client owes a balance, that refund will be applied to the balance. If the account is paid in full, the refund will be forwarded to Client.

Once the Matter is concluded, Client will be notified the file has been closed. Client agrees to pick up file within thirty (30) days of the conclusion of the Matter. Client agrees that Firm may destroy all the documents and items within the file after the expiration of thirty (30) days from the date Client is notified the file is ready to be picked up.

Client or Firm can terminate the Employment Agreement at any time.

If Client terminates the contract, the attorney's fees and expenses incurred to that point shall be paid immediately. Any papers brought to the Firm by Client shall be copied and returned to Client. Any other papers in the file shall be copied and delivered to Client (at Client's expense which shall be paid prior to the copies being made).

It is critical Client close completely any social networking accounts such as Facebook, Twitter, etc. during the pendency of the Matter.

All parties agree a digital signature shall be effective to prove each party's agreement to these terms. The parties agree the terms of this Agreement may be proved through an electronic facsimile, including a scanned electronic copy in Portable Document Format ("PDF") or other digital format, and that no "original" hard-copy document shall be necessary to prove the terms of the Agreement.

Very truly yours,  
CURRAN & ASSOCIATES

**CLIENT ACKNOWLEDGEMENT**

I have read, understand and agree with the terms of the foregoing contract with Curran & Associates.

Date: 10-13-18

Debra Huskberg  
[CLIENT NAME]

# CURRAN & ASSOCIATES

ATTORNEYS AT LAW

4427 Osage Beach Parkway

Suite A-100

Osage Beach, Missouri 65065-0600

Derek L. Smith

John E. Curran

Telephone: 573-348-3157

Telephone: 800-363-0013

Facsimile: 573-348-3093

[jcurran@jecurranpc.com](mailto:jcurran@jecurranpc.com)

Robin L. Williams

Diana A. Harrison

Paralegals

## STATEMENT

5/21/2021

Debra Hershberger

65 Locust Road

Kaiser, MO 65047

In Re: Hershberger, Debra; Dissolution of Marriage

0006  
Invoice 348078  
No:

Previous Balance

\$83,240.66

Balance Due

\$83,240.66

THANK YOU

Please pay total amount due upon receipt.

Debra Hershberger

Page No.: 2

In Re: Hershberger, Debra; Dissolution of Marriage

*Consolidated Summary*

	<u>Invoice No.</u>	<u>New Charges</u>	<u>Prev Balance</u>	<u>Payments</u>	<u>Balance Due</u>
Hershberger, Debra; Dissolution of Marriage	348078	\$0.00	\$83,240.66	\$0.00	<u>\$83,240.66</u>
<b>Balance Due</b>					<b><u>\$83,240.66</u></b>

**Please pay total amount due upon receipt.**

8:42AM  
5/27/2021

## History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
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10/12/2018	JEC	\$105.00	0.35	
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10/13/2018	JEC	\$300.00	1.00	
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10/13/2018	RLW	\$63.75	0.75	
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10/15/2018	DAH	\$85.00	1.00	
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10/15/2018	JECE	\$8.00	2.00	
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10/15/2018	JECE	\$56.00	14.00	
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10/15/2018	DAH	\$21.25	0.25	
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10/15/2018	DAH	\$127.50	1.50	
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10/15/2018	JEC	\$225.00	0.75	
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10/15/2018	DAH	\$21.25	0.25	
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10/16/2018	JECE	\$4.00	1.00	
------------	------	--------	------	--

10/16/2018	JECE	\$8.00	2.00	
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10/16/2018	JECE	\$4.00	1.00	
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10/16/2018	JECE	\$4.00	1.00	
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10/16/2018	JECE	\$6.00	12.00	
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10/16/2018	DAH	\$42.50	0.50	
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10/16/2018	JEC	\$225.00	0.75	
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10/16/2018	DAH	\$85.00	1.00	
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10/16/2018	DAH	\$63.75	0.75	
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10/16/2018	DAH	\$21.25	0.25	
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10/16/2018	DAH	\$212.50	2.50	
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10/17/2018	JEC	\$105.00	0.35	
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10/17/2018	DAH	\$106.25	1.25	
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10/18/2018	JECE	\$8.00	2.00	
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10/18/2018	JECE	\$12.00	3.00	
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10/18/2018	JECE	\$4.00	1.00	
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10/18/2018	JECE	\$15.00	30.00	
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10/18/2018	JEC	\$405.00	1.35	
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10/19/2018	JEC	\$105.00	0.35	
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10/19/2018	DAH	\$21.25	0.25	
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10/20/2018	JECE	\$4.00	1.00	
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10/20/2018	JECE	\$4.00	1.00	
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10/20/2018	JECE	\$4.00	1.00	
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10/20/2018	JECE	\$4.00	1.00	
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10/22/2018	JECE	\$4.00	1.00	
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10/23/2018	JECE	\$28.00	7.00	
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10/23/2018	JECE	\$4.00	1.00	
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10/23/2018	DAH	\$42.50	0.50	
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10/23/2018	DAH	\$21.25	0.25	
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10/23/2018	DAH	\$127.50	1.50	
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10/23/2018	DAH	\$467.50	5.50	
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10/23/2018	JEC	\$300.00	1.00	
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10/23/2018	JECE	\$4.00	1.00	
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10/23/2018	JECE	\$4.00	1.00	
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10/24/2018	JECE	\$4.00	1.00	
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## History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
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10/25/2018	DAH	\$42.50	0.50	
10/26/2018	DAH	\$340.00	4.00	
10/26/2018	JEC	\$30.00	0.10	
10/26/2018	DAH	\$21.25	0.25	
10/26/2018	DAH	\$21.25	0.25	
10/26/2018	JECE	\$8.00	2.00	
10/26/2018	JECE	\$24.00	6.00	
10/26/2018	JECE	\$4.50	9.00	
10/26/2018	DAH	\$170.00	2.00	
10/29/2018	DAH	\$42.50	0.50	
10/29/2018	DAH	\$63.75	0.75	
10/29/2018	DAH	\$106.25	1.25	
10/29/2018	JEC	\$105.00	0.35	
10/29/2018	DAH	\$21.25	0.25	
10/29/2018	JECE	\$0.50	1.00	
10/29/2018	JECE	\$36.00	9.00	
10/30/2018	DAH	\$42.50	0.50	
10/30/2018	DAH	\$170.00	2.00	
10/30/2018	DAH	\$21.25	0.25	
10/30/2018	JECE	\$8.00	2.00	
10/30/2018	JECE	\$4.00	1.00	
10/30/2018	JECE	\$4.00	1.00	
10/30/2018	JEC	\$105.00	0.35	
10/31/2018	JECE	\$4.00	1.00	
10/31/2018	DAH	\$21.25	0.25	
10/31/2018	DAH	\$297.50	3.50	
10/31/2018	DAH	\$63.75	0.75	
10/31/2018	JEC	\$525.00	1.75	
10/31/2018	JECE	\$7.00	7.00	
10/31/2018	JECE	\$0.50	1.00	
10/31/2018	DAH	\$21.25	0.25	
10/31/2018	DAH	\$85.00	1.00	
10/31/2018	JECE	\$3.00	1.00	
10/31/2018	JECE	\$4.00	1.00	
10/31/2018	JECE	\$20.00	5.00	
10/31/2018	JECE	\$12.00	3.00	
10/31/2018	JECE	\$16.00	4.00	
11/01/2018	JECE	\$12.00	3.00	
11/01/2018	JECE	\$1.00	2.00	
11/01/2018	JEC	\$900.00	3.00	
11/01/2018	DAH	\$21.25	0.25	
11/01/2018	JECE	\$4.00	1.00	



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## History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
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11/01/2018				
11/01/2018	DAH	\$191.25	2.25	
11/01/2018	DAH	\$42.50	0.50	
11/02/2018	JEC	\$150.00	0.50	

11/02/2018	DAH	\$85.00	1.00	
11/02/2018	JECE	\$2.00	4.00	
11/02/2018	JECE	\$16.00	4.00	
11/02/2018	JECE	\$12.00	3.00	
11/02/2018	JECE	\$4.00	1.00	
11/02/2018	DAH	\$42.50	0.50	
11/05/2018	JECE	\$16.00	4.00	
11/05/2018	JECE	\$28.00	7.00	
11/05/2018	JECE	\$4.00	1.00	
11/05/2018	DAH	\$85.00	1.00	
11/05/2018	DAH	\$63.75	0.75	
11/05/2018	DAH	\$106.25	1.25	
11/05/2018	JECE	\$8.00	2.00	
11/05/2018	JEC	\$450.00	1.50	

11/05/2018	JECE	\$4.00	1.00	
11/05/2018	JECE	\$8.00	2.00	
11/06/2018	JECE	\$4.00	1.00	
11/06/2018	DAH	\$42.50	0.50	
11/06/2018	DAH	\$42.50	0.50	
11/06/2018	JECE	\$3.00	1.00	
11/06/2018	JEC	\$750.00	2.50	

11/06/2018	JECE	\$4.00	1.00	
11/06/2018	JECE	\$8.00	2.00	
11/06/2018	JECE	\$4.00	1.00	
11/07/2018	JECE	\$2.00	2.00	
11/07/2018	JEC	\$450.00	1.50	

11/07/2018	JECE	\$8.00	2.00	
11/07/2018	JECE	\$4.00	1.00	
11/07/2018	JECE	\$8.00	2.00	
11/07/2018	JECE	\$4.00	1.00	
11/08/2018	JECE	\$8.00	2.00	
11/08/2018	JECE	\$4.00	1.00	
11/08/2018	JEC	\$900.00	3.00	

11/08/2018	DAH	\$212.50	2.50	
11/13/2018	JECE	\$4.00	1.00	
11/14/2018	JEC	\$105.00	0.35	
11/15/2018	JECE	\$4.00	1.00	
11/15/2018	DAH	\$21.25	0.25	
11/19/2018	JECE	\$4.00	1.00	



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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/19/2018	DAH	\$21.25	0.25	[REDACTED]
11/19/2018	JECE	\$3.00	1.00	[REDACTED]
11/19/2018	DAH	\$42.50	0.50	[REDACTED]
11/19/2018	JEC	\$105.00	0.35	[REDACTED]
11/20/2018	JECE	\$4.00	1.00	[REDACTED]
11/21/2018	JECE	\$4.00	1.00	[REDACTED]
11/21/2018	DAH	\$42.50	0.50	[REDACTED]
11/21/2018	JEC	\$105.00	0.35	[REDACTED]
11/21/2018	JECE	\$4.00	1.00	[REDACTED]
11/21/2018	DAH	\$21.25	0.25	[REDACTED]
11/29/2018	JEC	\$105.00	0.35	[REDACTED]
11/29/2018	JECE	\$8.00	2.00	[REDACTED]
12/03/2018	DAH	\$21.25	0.25	[REDACTED]
12/03/2018	JECE	\$34.02	1.00	[REDACTED]
12/05/2018	JECE	\$4.00	1.00	[REDACTED]
12/05/2018	JECE	\$4.00	1.00	[REDACTED]
12/05/2018	JEC	\$105.00	0.35	[REDACTED]
12/06/2018	JECE	\$4.00	1.00	[REDACTED]
12/07/2018	JEC	\$105.00	0.35	[REDACTED]
12/07/2018	DAH	\$42.50	0.50	[REDACTED]
12/10/2018	JEC	\$105.00	0.35	[REDACTED]
12/11/2018	JECE	\$4.00	1.00	[REDACTED]
12/12/2018	DAH	\$21.25	0.25	[REDACTED]
12/12/2018	JEC	\$105.00	0.35	[REDACTED]
12/12/2018	JECE	\$4.00	1.00	[REDACTED]
12/13/2018	JEC	\$105.00	0.35	[REDACTED]
12/13/2018	DAH	\$21.25	0.25	[REDACTED]
12/13/2018	JECE	\$4.00	1.00	[REDACTED]
12/13/2018	DAH	\$21.25	0.25	[REDACTED]
12/14/2018	DAH	\$21.25	0.25	[REDACTED]
12/19/2018	JEC	\$600.00	2.00	[REDACTED]
12/19/2018	JECE	\$4.00	1.00	[REDACTED]
12/19/2018	DAH	\$297.50	3.50	[REDACTED]
12/19/2018	DAH	\$255.00	3.00	[REDACTED]
12/20/2018	DAH	\$21.25	0.25	[REDACTED]
12/20/2018	DAH	\$255.00	3.00	[REDACTED]
12/20/2018	DLS	\$112.50	0.50	[REDACTED]
12/20/2018	JECE	\$4.00	1.00	[REDACTED]
12/20/2018	JECE	\$4.00	1.00	[REDACTED]
12/20/2018	JECE	\$4.00	1.00	[REDACTED]
12/20/2018	DAH	\$21.25	0.25	[REDACTED]
12/20/2018	DAH	\$21.25	0.25	[REDACTED]
12/21/2018	DAH	\$42.50	0.50	[REDACTED]
12/21/2018	JECE	\$8.00	2.00	[REDACTED]
12/21/2018	JECE	\$16.00	4.00	[REDACTED]
12/28/2018	JEC	\$105.00	0.35	[REDACTED]
1/02/2019	JEC	\$30.00	0.10	[REDACTED]
1/04/2019	DAH	\$42.50	0.50	[REDACTED]
1/04/2019	DAH	\$191.25	2.25	[REDACTED]
1/05/2019	JECE	\$8.00	2.00	[REDACTED]

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Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/07/2019	DAH	\$42.50	0.50	
1/07/2019	DAH	\$21.25	0.25	
1/07/2019	DAH	\$63.75	0.75	
1/07/2019	JECE	\$8.00	2.00	
1/07/2019	JECE	\$4.00	1.00	
1/07/2019	BNB	\$50.00	0.25	
1/08/2019	DAH	\$85.00	1.00	
1/08/2019	JECE	\$8.00	2.00	
1/08/2019	JECE	\$12.00	3.00	
1/08/2019	DAH	\$106.25	1.25	
1/10/2019	JEC	\$105.00	0.35	
1/11/2019	JECE	\$4.00	1.00	
1/11/2019	DAH	\$21.25	0.25	
1/11/2019	DAH	\$21.25	0.25	
1/14/2019	DAH	\$21.25	0.25	
1/14/2019	DAH	\$21.25	0.25	
1/14/2019	JECE	\$8.00	2.00	
1/14/2019	DAH	\$21.25	0.25	
1/15/2019	DAH	\$21.25	0.25	
1/15/2019	DAH	\$21.25	0.25	
1/15/2019	JECE	\$8.00	2.00	
1/16/2019	JEC	\$30.00	0.10	
1/16/2019	JEC	\$105.00	0.35	
1/16/2019	DAH	\$21.25	0.25	
1/16/2019	JECE	\$4.00	1.00	
1/16/2019	JECE	\$4.00	1.00	
1/17/2019	JEC	\$105.00	0.35	
1/17/2019	DAH	\$21.25	0.25	
1/18/2019	JECE	\$4.00	1.00	
1/18/2019	JECE	\$4.00	1.00	
1/18/2019	DAH	\$21.25	0.25	
1/19/2019	JECE	\$4.00	1.00	
1/21/2019	JECE	\$4.00	1.00	
1/21/2019	DAH	\$21.25	0.25	
1/21/2019	JECE	\$16.00	4.00	
1/21/2019	JECE	\$24.00	6.00	
1/22/2019	JECE	\$4.00	1.00	
1/22/2019	JECE	\$1,100.00	4.00	
1/22/2019	DAH	\$63.75	0.75	
1/22/2019	DAH	\$63.75	0.75	
1/22/2019	JEC	\$105.00	0.35	
1/22/2019	DAH	\$21.25	0.25	
1/22/2019	JECE	\$4.00	1.00	
1/22/2019	JECE	\$32.00	8.00	
1/22/2019	JECE	\$20.00	5.00	

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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/22/2019				
1/23/2019	JEC	\$105.00	0.35	
1/23/2019	JECE	\$4.00	1.00	
1/24/2019	JECE	\$4.00	1.00	
1/24/2019	JEC	\$225.00	0.75	
1/25/2019	JECE	\$4.00	1.00	
1/28/2019	JECE	\$36.00	9.00	
1/28/2019	JECE	\$12.00	3.00	
1/28/2019	DAH	\$21.25	0.25	
1/28/2019	DAH	\$63.75	0.75	
1/28/2019	DAH	\$21.25	0.25	
1/28/2019	JECE	\$4.00	1.00	
1/28/2019	JEC	\$105.00	0.35	
1/28/2019	JECE	\$4.00	1.00	
1/29/2019	DAH	\$21.25	0.25	
1/29/2019	DAH	\$21.25	0.25	
1/29/2019	JEC	\$30.00	0.10	
1/29/2019	JECE	\$1,029.00	1.00	
1/29/2019	JECE	\$20.00	5.00	
1/29/2019	JECE	\$8.00	2.00	
1/29/2019	DAH	\$21.25	0.25	
1/30/2019	DAH	\$127.50	1.50	
1/30/2019	JECE	\$8.00	2.00	
1/30/2019	JECE	\$8.00	2.00	
1/31/2019	JECE	\$4.00	1.00	
1/31/2019	JECE	\$4.00	1.00	
2/01/2019	DAH	\$21.25	0.25	
2/05/2019	JECE	\$4.00	1.00	
2/15/2019	JEC	\$30.00	0.10	
2/19/2019	DAH	\$85.00	1.00	
2/27/2019	JECE	\$4.00	1.00	
2/27/2019	DAH	\$21.25	0.25	
2/27/2019	JECE	\$4.00	1.00	
3/20/2019	JEC	\$105.00	0.35	
3/20/2019	DAH	\$63.75	0.75	
3/20/2019	JECE	\$4.00	1.00	
3/20/2019	JECE	\$8.00	2.00	
3/21/2019	JEC	\$105.00	0.35	
3/21/2019	JECE	\$4.00	1.00	
3/22/2019	JECE	\$8.00	2.00	
3/25/2019	JEC	\$150.00	0.50	
3/25/2019	JECE	\$8.00	2.00	
3/25/2019	JECE	\$4.00	1.00	
3/26/2019	JECE	\$4.00	1.00	
3/26/2019	DAH	\$65.00	1.00	
3/27/2019	JEC	\$750.00	2.50	
3/27/2019	JECE	\$25.00	1.00	
3/27/2019	JECE	\$25.00	1.00	
3/27/2019	JECE	\$64.00	64.00	

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Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
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3/27/2019	JECE	\$30.00	60.00	
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3/28/2019	JEC	\$30.00	0.10	
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4/02/2019	DAH	\$85.00	1.00	
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4/02/2019	BNB	\$150.00	0.75	
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4/16/2019	JECE	\$4.00	1.00	
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4/17/2019	JEC	\$105.00	0.35	
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4/17/2019	JECE	\$4.00	1.00	
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4/18/2019	JECE	\$4.00	1.00	
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4/23/2019	JEC	\$105.00	0.35	
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4/24/2019	JEC	\$225.00	0.75	
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4/24/2019	JECE	\$8.00	2.00	
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4/25/2019	JECE	\$4.00	1.00	
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4/25/2019	JECE	\$4.00	1.00	
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4/26/2019	JECE	\$4.00	1.00	
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5/01/2019	BNB	\$200.00	1.00	
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5/01/2019	BNB	\$50.00	0.25	
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5/01/2019	BNB	\$50.00	0.25	
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5/01/2019	DAH	\$21.25	0.25	
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5/01/2019	DAH	\$21.25	0.25	
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5/02/2019	DAH	\$21.25	0.25	
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5/02/2019	JEC	\$105.00	0.35	
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5/03/2019	JECE	\$4.00	1.00	
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5/06/2019	JECE	\$4.00	1.00	
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5/09/2019	JEC	\$30.00	0.10	
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5/11/2019	JEC	\$105.00	0.35	
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5/11/2019	JECE	\$4.00	1.00	
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5/11/2019	DAH	\$21.25	0.25	
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5/14/2019	JEC	\$105.00	0.35	
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5/20/2019	JEC	\$30.00	0.10	
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5/30/2019	JEC	\$105.00	0.35	
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5/31/2019	JECE	\$4.00	1.00	
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6/04/2019	JECE	\$8.00	2.00	
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6/04/2019	DAH	\$63.75	0.75	
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6/04/2019	DAH	\$21.25	0.25	
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6/06/2019	DAH	\$21.25	0.25	
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6/06/2019	JECE	\$6.00	2.00	
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6/06/2019	DAH	\$85.00	1.00	
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6/06/2019	DAH	\$170.00	2.00	
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6/06/2019	JEC	\$300.00	1.00	
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6/07/2019	JEC	\$105.00	0.35	
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6/07/2019	DAH	\$85.00	1.00	
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6/08/2019	JECE	\$4.00	1.00	
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6/08/2019	JECE	\$4.00	1.00	
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6/10/2019	JEC	\$300.00	1.00	
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6/10/2019	DAH	\$127.50	1.50	
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6/10/2019	JECE	\$4.00	1.00	
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6/10/2019	JECE	\$8.00	2.00	
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6/11/2019	JEC	\$105.00	0.35	
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6/11/2019	JECE	\$4.00	1.00	
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Case: **Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
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6/11/2019				
6/11/2019	JECE	\$4.00	1.00	
6/11/2019	DAH	\$106.25	1.25	
6/12/2019	JEC	\$30.00	0.10	
6/13/2019	DAH	\$21.25	0.25	
6/18/2019	JECE	\$8.00	2.00	
6/18/2019	JECE	\$4.00	1.00	
6/18/2019	JEC	\$450.00	1.50	
6/18/2019	DAH	\$212.50	2.50	
6/19/2019	DAH	\$21.25	0.25	
6/19/2019	DAH	\$255.00	3.00	
6/19/2019	JECE	\$4.00	1.00	
6/19/2019	DAH	\$21.25	0.25	
6/19/2019	DAH	\$21.25	0.25	
6/20/2019	JECE	\$4.00	1.00	
6/20/2019	JECE	\$4.00	1.00	
6/21/2019	JEC	\$105.00	0.35	
6/22/2019	JECE	\$4.00	1.00	
6/22/2019	JECE	\$4.00	1.00	
6/22/2019	JECE	\$4.00	1.00	
6/25/2019	JECE	\$4.00	1.00	
6/26/2019	JECE	\$4.00	1.00	
6/26/2019	JEC	\$105.00	0.35	
6/26/2019	JECE	\$8.00	2.00	
6/26/2019	JECE	\$4.00	1.00	
6/26/2019	DAH	\$63.75	0.75	
6/27/2019	DAH	\$85.00	1.00	
6/27/2019	DAH	\$63.75	0.75	
6/27/2019	JECE	\$4.00	1.00	
6/27/2019	JECE	\$4.00	1.00	
6/27/2019	JECE	\$35.00	1.00	
6/28/2019	DAH	\$21.25	0.25	
6/28/2019	JECE	\$4.00	1.00	
6/28/2019	JECE	\$4.00	1.00	
6/28/2019	JEC	\$225.00	0.75	
6/28/2019	DAH	\$21.25	0.25	
6/29/2019	JEC	\$105.00	0.35	
7/01/2019	JECE	\$4.00	1.00	
7/02/2019	MDM	\$42.50	0.50	
7/08/2019	JEC	\$105.00	0.35	
7/09/2019	JECE	\$8.00	2.00	
7/10/2019	JECE	\$4.00	1.00	
7/10/2019	JECE	\$4.00	1.00	
7/11/2019	DAH	\$21.25	0.25	
7/15/2019	DAH	\$21.25	0.25	
7/15/2019	DAH	\$85.00	1.00	
7/15/2019	JECE	\$4.00	1.00	
7/15/2019	DAH	\$42.50	0.50	
7/15/2019	JEC	\$105.00	0.35	



# History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
7/15/2019				
7/15/2019	DAH	\$21.25	0.25	
7/19/2019	DAH	\$42.50	0.50	
7/31/2019	JEC	\$105.00	0.35	
7/31/2019	JECE	\$4.00	1.00	
7/31/2019	JECE	\$4.00	1.00	
8/01/2019	JECE	\$4.00	1.00	
8/02/2019	RLW	\$21.25	0.25	
8/02/2019	JECE	\$4.00	1.00	
8/02/2019	JEC	\$105.00	0.35	
8/02/2019	DAH	\$42.50	0.50	
8/02/2019	JECE	\$4.00	1.00	
8/06/2019	DAH	\$42.50	0.50	
8/08/2019	JECE	\$4.00	1.00	
8/08/2019	DAH	\$42.50	0.50	
8/08/2019	DAH	\$21.25	0.25	
8/08/2019	JEC	\$225.00	0.75	
8/08/2019	JECE	\$4.00	1.00	
8/09/2019	JECE	\$4.00	1.00	
8/21/2019	DAH	\$21.25	0.25	
8/21/2019	DAH	\$42.50	0.50	
8/21/2019	JECE	\$4.00	4.00	
8/22/2019	JEC	\$300.00	1.00	
8/22/2019	DAH	\$21.25	0.25	
8/23/2019	JECE	\$4.00	1.00	
8/23/2019	JEC	\$30.00	0.10	
8/26/2019	JECE	\$4.00	1.00	
8/26/2019	MDM	\$21.25	0.25	
9/05/2019	DAH	\$21.25	0.25	
9/10/2019	DAH	\$127.50	1.50	
9/10/2019	JEC	\$105.00	0.35	
9/10/2019	DAH	\$85.00	1.00	
9/11/2019	DAH	\$21.25	0.25	
9/11/2019	DAH	\$340.00	4.00	
9/11/2019	JECE	\$12.00	3.00	
9/11/2019	JEC	\$225.00	0.75	
9/11/2019	JECE	\$4.00	1.00	
9/11/2019	DAH	\$21.25	0.25	
9/12/2019	DAH	\$42.50	0.50	
9/12/2019	JEC	\$105.00	0.35	
9/12/2019	JECE	\$4.00	1.00	
9/16/2019	DAH	\$21.25	0.25	
9/16/2019	JECE	\$4.00	1.00	
9/16/2019	JECE	\$4.00	1.00	
9/16/2019	JECE	\$8.00	2.00	
9/16/2019	JECE	\$4.00	1.00	
9/16/2019	JEC	\$105.00	0.35	
9/18/2019	JECE	\$4.00	1.00	
9/19/2019	DAH	\$21.25	0.25	

# History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
9/19/2019	JECE	\$8.00	2.00	[REDACTED]
9/19/2019	JECE	\$4.00	1.00	[REDACTED]
9/19/2019	JECE	\$4.00	1.00	[REDACTED]
9/20/2019	JECE	\$4.00	1.00	[REDACTED]
9/20/2019	DAH	\$21.25	0.25	[REDACTED]
9/20/2019	DAH	\$21.25	0.25	[REDACTED]
9/20/2019	JEC	\$105.00	0.35	[REDACTED]
9/20/2019	DAH	\$170.00	2.00	[REDACTED]
9/20/2019	JECE	\$12.00	3.00	[REDACTED]
9/21/2019	JEC	\$105.00	0.35	[REDACTED]
9/23/2019	JECE	\$4.00	1.00	[REDACTED]
9/23/2019	JECE	\$20.00	5.00	[REDACTED]
9/23/2019	DAH	\$63.75	0.75	[REDACTED]
9/23/2019	DAH	\$85.00	1.00	[REDACTED]
9/23/2019	DAH	\$85.00	1.00	[REDACTED]
9/23/2019	DAH	\$21.25	0.25	[REDACTED]
9/23/2019	JECE	\$16.00	4.00	[REDACTED]
9/24/2019	JEC	\$30.00	0.10	[REDACTED]
9/24/2019	DAH	\$21.25	0.25	[REDACTED]
9/25/2019	DAH	\$42.50	0.50	[REDACTED]
9/30/2019	DAH	\$21.25	0.25	[REDACTED]
10/03/2019	JECE	\$8.00	2.00	[REDACTED]
10/03/2019	JECE	\$4.00	1.00	[REDACTED]
10/04/2019	JECE	\$4.00	1.00	[REDACTED]
10/07/2019	JEC	\$105.00	0.35	[REDACTED]
10/15/2019	JECE	\$4.00	1.00	[REDACTED]
10/15/2019	DAH	\$21.25	0.25	[REDACTED]
10/15/2019	DAH	\$42.50	0.50	[REDACTED]
10/15/2019	DAH	\$21.25	0.25	[REDACTED]
10/15/2019	JECE	\$4.00	1.00	[REDACTED]
10/15/2019	JEC	\$30.00	0.10	[REDACTED]
10/15/2019	JECE	\$4.00	1.00	[REDACTED]
10/16/2019	JECE	\$4.00	1.00	[REDACTED]
10/16/2019	JECE	\$12.00	3.00	[REDACTED]
10/16/2019	JECE	\$4.00	1.00	[REDACTED]
10/16/2019	DAH	\$106.25	1.25	[REDACTED]
10/16/2019	DAH	\$21.25	0.25	[REDACTED]
10/16/2019	DAH	\$21.25	0.25	[REDACTED]
10/17/2019	JECE	\$8.00	2.00	[REDACTED]
10/17/2019	JECE	\$4.00	1.00	[REDACTED]
10/17/2019	DAH	\$21.25	0.25	[REDACTED]
10/17/2019	DAH	\$21.25	0.25	[REDACTED]
10/18/2019	DAH	\$21.25	0.25	[REDACTED]
10/18/2019	JEC	\$150.00	0.50	[REDACTED]
10/18/2019	JECE	\$3.00	3.00	[REDACTED]
10/18/2019	JECE	\$1.00	2.00	[REDACTED]
10/18/2019	DAH	\$488.75	5.75	[REDACTED]
10/18/2019	JECE	\$4.00	1.00	[REDACTED]



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## History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt	Dur/Quantity	Description
10/18/2019	JECE	\$4.00	1.00	
10/19/2019	DAH	\$276.25	3.25	
10/19/2019	DAH	\$21.25	0.25	
10/19/2019	JEC	\$1,500.00	5.00	
10/21/2019	JECE	\$4.00	1.00	
10/21/2019	JECE	\$4.00	1.00	
10/21/2019	JECE	\$30.00	1.00	
10/21/2019	JECE	\$30.00	1.00	
10/21/2019	DAH	\$21.25	0.25	
10/21/2019	DAH	\$403.75	4.75	
10/21/2019	DAH	\$42.50	0.50	
10/21/2019	DAH	\$21.25	0.25	
10/21/2019	JEC	\$150.00	0.50	
10/21/2019	DAH	\$21.25	0.25	
10/21/2019	JECE	\$24.00	6.00	
10/22/2019	JECE	\$8.00	2.00	
10/22/2019	JECE	\$20.00	5.00	
10/22/2019	JECE	\$24.00	6.00	
10/22/2019	JECE	\$4.00	1.00	
10/22/2019	DAH	\$340.00	4.00	
10/22/2019	JEC	\$150.00	0.50	
10/23/2019	JECE	\$4.00	1.00	
10/23/2019	JECE	\$38.00	1.00	
10/23/2019	JECE	\$8.00	2.00	
10/23/2019	JECE	\$4.00	1.00	
10/23/2019	JECE	\$8.00	2.00	
10/23/2019	JECE	\$4.00	1.00	
10/23/2019	JEC	\$150.00	0.50	
10/23/2019	JECE	\$70.00	2.00	
10/23/2019	DAH	\$85.00	1.00	
10/23/2019	DAH	\$255.00	3.00	
10/24/2019	JECE	\$8.00	2.00	
10/24/2019	JECE	\$8.00	2.00	
10/24/2019	JEC	\$1,850.00	6.50	
10/24/2019	JEC	\$225.00	0.75	
10/24/2019	JECE	\$1.50	3.00	
10/24/2019	DAH	\$425.00	5.00	
10/24/2019	MLH	\$250.00	1.25	
10/24/2019	DAH	\$382.50	4.50	
10/24/2019	JECE	\$8.00	2.00	
10/24/2019	JECE	\$12.00	3.00	
10/24/2019	JECE	\$20.00	5.00	

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## History Report

Case: **Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt	Dur/Quantity	Description
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10/24/2019

10/25/2019	JECE	\$8.00	2.00
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10/25/2019	MDM	\$510.00	6.00
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10/25/2019	JEC	\$3,450.00	11.50
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10/25/2019	DAH	\$680.00	8.00
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10/26/2019	JEC	\$105.00	0.35
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10/26/2019	JECE	\$4.00	1.00
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10/26/2019	JECE	\$8.00	2.00
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10/26/2019	JECE	\$5.00	10.00
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10/28/2019	JECE	\$4.00	1.00
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10/28/2019	JECE	\$8.00	2.00
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10/28/2019	JECE	\$4.00	1.00
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10/28/2019	JECE	\$12.00	3.00
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10/28/2019	JECE	\$4.00	1.00
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10/28/2019	JEC	\$150.00	0.50
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10/28/2019	DAH	\$85.00	1.00
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10/28/2019	DAH	\$21.25	0.25
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10/28/2019	MDM	\$63.75	0.75
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10/28/2019	DAH	\$21.25	0.25
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10/28/2019	DAH	\$21.25	0.25
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10/28/2019	DAH	\$21.25	0.25
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10/29/2019	JECE	\$12.00	3.00
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10/29/2019	JECE	\$16.00	4.00
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10/29/2019	JEC	\$105.00	0.35
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10/29/2019	JECE	\$4.00	1.00
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10/29/2019	JECE	\$4.00	1.00
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10/30/2019	DAH	\$63.75	0.75
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10/30/2019	JECE	\$4.00	1.00
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10/30/2019	JECE	\$8.00	2.00
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10/30/2019	JEC	\$150.00	0.50
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10/30/2019	JECE	\$16.00	4.00
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10/30/2019	JECE	\$112.00	28.00
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10/30/2019	JECE	\$4.00	1.00
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10/31/2019	JECE	\$4.00	1.00
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10/31/2019	JECE	\$4.00	1.00
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10/31/2019	DAH	\$21.25	0.25
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10/31/2019	JECE	\$4.00	1.00
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10/31/2019	JECE	\$12.00	3.00
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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/31/2019				
10/31/2019	JEC	\$105.00	0.35	
10/31/2019	JEC	\$300.00	1.00	
10/31/2019	RLW	\$42.50	0.50	
10/31/2019	JECE	\$5.00	5.00	
10/31/2019	DLS	\$125.00	0.50	
11/01/2019	JECE	\$8.00	2.00	
11/01/2019	JECE	\$4.00	1.00	
11/01/2019	MLH	\$150.00	0.75	
11/01/2019	JEC	\$150.00	0.50	
11/01/2019	JECE	\$0.50	1.00	
11/01/2019	JECE	\$1.00	1.00	
11/01/2019	JECE	\$64.59	1.00	
11/04/2019	JECE	\$8.00	2.00	
11/04/2019	MLH	\$50.00	0.25	
11/04/2019	DAH	\$21.25	0.25	
11/04/2019	DAH	\$21.25	0.25	
11/04/2019	JEC	\$30.00	0.10	
11/04/2019	JEC	\$105.00	0.35	
11/04/2019	DAH	\$21.25	0.25	
11/05/2019	MLH	\$50.00	0.25	
11/05/2019	DAH	\$42.50	0.50	
11/05/2019	MLH	\$50.00	0.25	
11/05/2019	MLH	\$100.00	0.50	
11/05/2019	JEC	\$300.00	1.00	
11/05/2019	MLH	\$50.00	0.25	
11/05/2019	JECE	\$3.50	7.00	
11/05/2019	DAH	\$255.00	3.00	
11/05/2019	JECE	\$16.00	4.00	
11/05/2019	MLH	\$50.00	0.25	
11/05/2019	MLH	\$50.00	0.25	
11/05/2019	MLH	\$50.00	0.25	
11/05/2019	MLH	\$100.00	0.50	
11/05/2019	DAH	\$42.50	0.50	
11/06/2019	JECE	\$1.00	1.00	
11/06/2019	MLH	\$300.00	1.50	
11/06/2019	JECE	\$12.00	3.00	
11/06/2019	JECE	\$24.00	6.00	
11/06/2019	JECE	\$4.00	1.00	
11/06/2019	DAH	\$42.50	0.50	
11/06/2019	DAH	\$65.00	1.00	
11/06/2019	JECE	\$4.00	1.00	

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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/06/2019				
11/06/2019	MLH	\$400.00	2.00	[REDACTED] Statement
11/06/2019	DAH	\$255.00	3.00	
11/06/2019	JEC	\$225.00	0.75	
11/06/2019	MLH	\$200.00	1.00	
11/06/2019	DAH	\$85.00	1.00	[REDACTED] egory
11/06/2019	MLH	\$100.00	0.50	
11/07/2019	JECE	\$4.00	1.00	
11/07/2019	JEC	\$150.00	0.50	
11/07/2019	DAH	\$21.25	0.25	
11/07/2019	DAH	\$21.25	0.25	
11/07/2019	DAH	\$276.25	3.25	
11/07/2019	DAH	\$63.75	0.75	
11/07/2019	DAH	\$63.75	0.75	
11/07/2019	JECE	\$4.00	1.00	
11/07/2019	JECE	\$16.00	4.00	
11/07/2019	JECE	\$24.00	6.00	
11/07/2019	DAH	\$42.50	0.50	
11/07/2019	DAH	\$85.00	1.00	
11/08/2019	DAH	\$21.25	0.25	[REDACTED]
11/08/2019	JECE	\$4.00	1.00	
11/11/2019	DAH	\$21.25	0.25	
11/12/2019	JECE	\$8.00	2.00	
11/12/2019	JECE	\$4.00	1.00	
11/12/2019	DAH	\$42.50	0.50	
11/12/2019	JEC	\$150.00	0.50	
11/12/2019	MLH	\$250.00	1.25	
11/13/2019	MLH	\$100.00	0.50	
11/13/2019	DAH	\$21.25	0.25	[REDACTED]
11/13/2019	MLH	\$250.00	1.25	
11/13/2019	JEC	\$1,050.00	3.50	
11/13/2019	JECE	\$1.00	2.00	
11/13/2019	DAH	\$85.00	1.00	
11/13/2019	JECE	\$4.00	1.00	
11/13/2019	JECE	\$12.00	3.00	
11/13/2019	DAH	\$21.25	0.25	
11/13/2019	JECE	\$8.00	2.00	
11/13/2019	JECE	\$16.00	4.00	
11/13/2019	MLH	\$100.00	0.50	
11/13/2019	DAH	\$42.50	0.50	
11/14/2019	JECE	\$35.00	1.00	
11/14/2019	DAH	\$21.25	0.25	

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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/14/2019				
11/14/2019	JECE	\$12.00	3.00	
11/14/2019	JECE	\$8.00	2.00	
11/14/2019	DAH	\$21.25	0.25	
11/14/2019	MLH	\$50.00	0.25	
11/15/2019	JECE	\$4.00	1.00	
11/15/2019	JECE	\$4.00	1.00	
11/15/2019	DAH	\$63.75	0.75	
11/15/2019	DAH	\$21.25	0.25	
11/18/2019	JECE	\$16.00	4.00	
11/18/2019	JECE	\$8.00	2.00	
11/18/2019	DAH	\$63.75	0.75	
11/18/2019	DAH	\$21.25	0.25	
11/18/2019	JEC	\$225.00	0.75	
11/18/2019	DAH	\$63.75	0.75	
11/18/2019	DAH	\$21.25	0.25	
11/19/2019	JECE	\$4.00	1.00	
11/19/2019	JECE	\$4.00	1.00	
11/19/2019	DAH	\$21.25	0.25	
11/20/2019	JECE	\$4.00	1.00	
11/20/2019	DAH	\$21.25	0.25	
11/20/2019	DAH	\$21.25	0.25	
11/20/2019	DAH	\$21.25	0.25	
11/20/2019	JEC	\$150.00	0.50	
11/20/2019	JECE	\$4.00	1.00	
11/20/2019	JECE	\$8.00	2.00	
11/21/2019	JECE	\$4.00	1.00	
11/21/2019	JEC	\$225.00	0.75	
11/22/2019	JECE	\$8.00	2.00	
11/25/2019	JEC	\$105.00	0.35	
11/25/2019	DAH	\$42.50	0.50	
11/25/2019	JECE	\$4.00	1.00	
11/25/2019	JECE	\$4.00	1.00	
11/26/2019	DAH	\$85.00	1.00	
11/26/2019	JECE	\$4.00	1.00	
11/26/2019	JECE	\$4.00	1.00	
11/27/2019	JECE	\$12.00	3.00	
11/27/2019	DAH	\$21.25	0.25	
11/27/2019	DAH	\$42.50	0.50	
11/27/2019	JEC	\$30.00	0.10	
11/27/2019	JEC	\$105.00	0.35	
11/27/2019	JECE	\$3.00	1.00	
11/27/2019	JEC	\$150.00	0.50	
11/27/2019	JECE	\$8.00	2.00	
11/27/2019	JECE	\$4.00	1.00	
12/01/2019	JECE	\$4.00	1.00	
12/01/2019	JECE	\$8.00	2.00	
12/02/2019	JECE	\$4.00	1.00	
12/02/2019	DAH	\$42.50	0.50	
12/02/2019	DAH	\$42.50	0.50	



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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
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12/02/2019				
12/02/2019	DAH	\$42.50	0.50	
12/02/2019	DAH	\$42.50	0.50	
12/02/2019	JEC	\$150.00	0.50	

12/02/2019	JECE	\$3.00	3.00	
12/02/2019	DAH	\$170.00	2.00	
12/02/2019	JECE	\$8.00	2.00	
12/02/2019	JECE	\$8.00	2.00	
12/02/2019	JECE	\$4.00	1.00	
12/03/2019	DAH	\$21.25	0.25	
12/03/2019	JECE	\$12.00	12.00	
12/03/2019	JECE	\$5.00	10.00	
12/03/2019	JECE	\$8.00	2.00	

12/03/2019	JECE	\$8.00	2.00	
12/03/2019	JECE	\$8.00	2.00	
12/03/2019	JEC	\$450.00	1.50	

12/03/2019	DAH	\$157.50	1.75	
12/03/2019	MLH	\$225.00	1.00	
12/03/2019	DAH	\$22.50	0.25	
12/03/2019	MLH	\$150.00	0.75	ng
12/03/2019	DAH	\$22.50	0.25	
12/03/2019	DAH	\$45.00	0.50	
12/03/2019	DAH	\$67.50	0.75	
12/03/2019	JECE	\$8.00	2.00	
12/04/2019	JEC	\$300.00	1.00	

12/04/2019	JECE	\$25.00	1.00	
12/04/2019	JECE	\$26.00	1.00	
12/04/2019	JECE	\$26.00	1.00	
12/04/2019	DAH	\$45.00	0.50	
12/04/2019	DAH	\$112.50	1.25	
12/04/2019	JECE	\$12.00	3.00	
12/04/2019	JECE	\$12.00	3.00	
12/04/2019	DAH	\$22.50	0.25	
12/04/2019	DAH	\$90.00	1.00	
12/05/2019	DAH	\$45.00	0.50	
12/05/2019	DAH	\$22.50	0.25	
12/05/2019	JEC	\$750.00	2.50	
12/05/2019	DAH	\$270.00	3.00	
12/05/2019	DAH	\$180.00	2.00	
12/05/2019	JECE	\$4.00	1.00	
12/06/2019	MLH	\$225.00	1.00	
12/06/2019	JECE	\$2.00	2.00	
12/06/2019	JECE	\$13.50	27.00	
12/06/2019	DAH	\$45.00	0.50	
12/06/2019	JECE	\$8.00	2.00	
12/06/2019	JECE	\$8.00	2.00	
12/06/2019	DAH	\$270.00	3.00	
12/06/2019	JECE	\$4.00	1.00	
12/06/2019	JEC	\$300.00	1.00	

# History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
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12/06/2019				
12/07/2019	JECE	\$28.00	7.00	
12/07/2019	JECE	\$2.00	2.00	
12/07/2019	JECE	\$16.00	4.00	

12/07/2019	JECE	\$8.00	2.00	
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12/09/2019	JECE	\$16.00	4.00	
12/09/2019	JECE	\$8.00	2.00	
12/09/2019	DAH	\$45.00	0.50	
12/09/2019	DAH	\$22.50	0.25	
12/09/2019	DAH	\$22.50	0.25	
12/09/2019	DAH	\$45.00	0.50	

12/09/2019	JECE	\$8.00	2.00	
12/09/2019	JECE	\$12.00	3.00	
12/10/2019	DAH	\$90.00	1.00	
12/10/2019	DAH	\$22.50	0.25	
12/10/2019	JECE	\$4.00	1.00	
12/10/2019	JECE	\$4.00	1.00	
12/10/2019	JECE	\$4.00	1.00	

12/10/2019	DAH	\$22.50	0.25	
12/11/2019	DAH	\$22.50	0.25	
12/11/2019	JECE	\$4.00	1.00	
12/11/2019	JECE	\$8.00	2.00	
12/11/2019	DAH	\$22.50	0.25	
12/11/2019	DAH	\$135.00	1.50	

12/12/2019	JECE	\$4.00	1.00	
12/13/2019	MLH	\$225.00	1.00	
12/13/2019	DAH	\$22.50	0.25	
12/13/2019	JEC	\$105.00	0.35	
12/13/2019	DAH	\$270.00	3.00	
12/13/2019	DAH	\$90.00	1.00	
12/13/2019	JECE	\$4.00	1.00	
12/13/2019	JECE	\$4.00	1.00	

12/16/2019	JEC	\$105.00	0.35	
12/16/2019	MLH	\$225.00	1.00	
12/17/2019	JEC	\$225.00	0.75	

12/17/2019	DAH	\$22.50	0.25	
12/17/2019	JECE	\$8.00	2.00	
12/17/2019	JECE	\$12.00	3.00	
12/17/2019	MLH	\$281.25	1.25	
12/18/2019	DAH	\$45.00	0.50	
12/18/2019	JEC	\$705.00	2.35	

12/18/2019	JECE	\$4.00	1.00	
12/18/2019	MLH	\$56.25	0.25	
12/18/2019	JECE	\$4.00	1.00	
12/18/2019	JECE	\$4.00	1.00	
12/18/2019	JECE	\$4.00	1.00	
12/18/2019	DAH	\$22.50	0.25	
12/18/2019	DAH	\$22.50	0.25	



8:42AM  
5/27/2021

## History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
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12/20/2019	JEC	\$105.00	0.35	
12/20/2019	DAH	\$22.50	0.25	
12/21/2019	JECE	\$8.00	2.00	
12/23/2019	JEC	\$105.00	0.35	
12/23/2019	JECE	\$4.00	1.00	
12/23/2019	JECE	\$4.00	1.00	
12/23/2019	JECE	\$4.00	1.00	
12/24/2019	JECE	\$4.00	1.00	
12/24/2019	JECE	\$4.00	1.00	
12/26/2019	JECE	\$8.00	2.00	
12/26/2019	MLH	\$168.75	0.75	
12/26/2019	JEC	\$105.00	0.35	
12/26/2019	MLH	\$225.00	1.00	
12/27/2019	JECE	\$4.00	1.00	
12/27/2019	JECE	\$4.00	1.00	
12/30/2019	JECE	\$153.00	1.00	
12/30/2019	JECE	\$4.00	1.00	
12/30/2019	JEC	\$150.00	0.50	
12/30/2019	JECE	\$1,013.50	1.00	
1/02/2020	JEC	\$105.00	0.35	
1/02/2020	DAH	\$22.50	0.25	
1/02/2020	JECE	\$8.00	2.00	
1/02/2020	DAH	\$45.00	0.50	
1/03/2020	DAH	\$22.50	0.25	
1/04/2020	JECE	\$4.00	1.00	
1/06/2020	DAH	\$382.50	4.25	
1/06/2020	DAH	\$135.00	1.50	
1/06/2020	JEC	\$105.00	0.35	
1/06/2020	JECE	\$8.00	2.00	
1/06/2020	JECE	\$12.00	3.00	
1/07/2020	DAH	\$90.00	1.00	
1/07/2020	JEC	\$600.00	2.00	
1/07/2020	DAH	\$90.00	1.00	
1/07/2020	DAH	\$180.00	2.00	
1/07/2020	JECE	\$4.00	1.00	
1/07/2020	JECE	\$8.00	2.00	
1/08/2020	JECE	\$22.50	2.00	
1/08/2020	JEC	\$300.00	1.00	
1/08/2020	DAH	\$607.50	6.75	
1/08/2020	JECE	\$4.00	4.00	
1/08/2020	JECE	\$8.00	2.00	
1/08/2020	JECE	\$4.00	1.00	
1/08/2020	JECE	\$8.00	2.00	
1/09/2020	JECE	\$4.00	1.00	
1/09/2020	JECE	\$11.25	1.00	
1/09/2020	JECE	\$30.00	30.00	
1/09/2020	JECE	\$8.00	16.00	
1/09/2020	JEC	\$405.00	1.35	
1/09/2020	DAH	\$720.00	8.00	
1/09/2020	JECE	\$8.00	2.00	
1/09/2020	JECE	\$4.00	1.00	

# History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt	Dur/Quantity	Description
1/10/2020	JEC	\$300.00	1.00	[REDACTED]
1/10/2020	DAH	\$540.00	6.00	[REDACTED]
1/10/2020	JECE	\$12.00	3.00	[REDACTED]
1/10/2020	JECE	\$8.00	2.00	[REDACTED]
1/10/2020	JECE	\$2.00	2.00	[REDACTED]
1/13/2020	JEC	\$300.00	1.00	[REDACTED]
1/13/2020	DAH	\$360.00	4.00	[REDACTED]
1/13/2020	JECE	\$8.00	2.00	[REDACTED]
1/13/2020	JECE	\$8.00	2.00	[REDACTED]
1/13/2020	JECE	\$4.00	1.00	[REDACTED]
1/13/2020	JECE	\$4.00	1.00	[REDACTED]
1/13/2020	JECE	\$1.00	2.00	[REDACTED]
1/14/2020	JECE	\$7.00	14.00	[REDACTED]
1/14/2020	DAH	\$900.00	10.00	[REDACTED]
1/14/2020	MLH	\$112.50	0.50	[REDACTED]
1/14/2020	MLH	\$225.00	1.00	[REDACTED]
1/14/2020	JEC	\$2,250.00	7.50	[REDACTED]
1/14/2020	JECE	\$4.00	1.00	[REDACTED]
1/14/2020	JECE	\$16.00	4.00	[REDACTED]
1/14/2020	JECE	\$21.25	1.00	[REDACTED]
1/14/2020	MDM	\$22.50	0.25	[REDACTED]
1/14/2020	JECE	\$7.00	7.00	[REDACTED]
1/15/2020	JECE	\$8.00	2.00	[REDACTED]
1/15/2020	JECE	\$4.00	1.00	[REDACTED]
1/15/2020	JECE	\$12.00	3.00	[REDACTED]
1/15/2020	JECE	\$4.00	1.00	[REDACTED]
1/15/2020	JECE	\$8.00	8.00	[REDACTED]
1/15/2020	JECE	\$50.00	100.00	[REDACTED]
1/15/2020	JEC	\$3,600.00	12.00	[REDACTED]
1/15/2020	DAH	\$900.00	10.00	[REDACTED]
1/15/2020	MLH	\$393.75	1.75	[REDACTED]
1/15/2020	MLH	\$112.50	0.50	[REDACTED]
1/15/2020	MLH	\$112.50	0.50	[REDACTED]
1/15/2020	MLH	\$225.00	1.00	[REDACTED]
1/15/2020	RLW	\$787.50	8.75	[REDACTED]
1/15/2020	MDM	\$45.00	0.50	[REDACTED]
1/16/2020	JECE	\$4.00	1.00	[REDACTED]
1/16/2020	JECE	\$12.00	3.00	[REDACTED]
1/16/2020	MLH	\$506.25	2.25	[REDACTED]
1/16/2020	MDM	\$45.00	0.50	[REDACTED]
1/16/2020	DAH	\$900.00	10.00	[REDACTED]
1/16/2020	JEC	\$3,000.00	10.00	[REDACTED]
1/17/2020	JECE	\$3.00	1.00	[REDACTED]
1/17/2020	JEC	\$4,500.00	15.00	[REDACTED]
1/17/2020	JECE	\$4.00	1.00	[REDACTED]
1/17/2020	JECE	\$8.00	2.00	[REDACTED]
1/17/2020	DAH	\$1,080.00	12.00	[REDACTED]
1/20/2020	JECE	\$4.00	1.00	[REDACTED]
1/21/2020	JECE	\$8.00	2.00	[REDACTED]

# History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/21/2020				
1/21/2020	DAH	\$22.50	0.25	
1/22/2020	JECE	\$4.00	1.00	
1/27/2020	JEC	\$30.00	0.10	
1/27/2020	JECE	\$4.00	1.00	
1/29/2020	DAH	\$22.50	0.25	
1/29/2020	JECE	\$51.25	1.00	
1/29/2020	JECE	\$12.00	3.00	
1/29/2020	JECE	\$1.00	1.00	
1/29/2020	DAH	\$22.50	0.25	
1/30/2020	JECE	\$8.00	2.00	
2/04/2020	JECE	\$115.50	1.00	
2/14/2020	JEC	\$105.00	0.35	
2/18/2020	JEC	\$105.00	0.35	
2/25/2020	JEC	\$225.00	0.75	
2/25/2020	JECE	\$3.00	1.00	
2/26/2020	JECE	\$8.00	2.00	
2/26/2020	DAH	\$22.50	0.25	
2/27/2020	JECE	\$4.00	1.00	
2/27/2020	DAH	\$45.00	0.50	
2/28/2020	JEC	\$105.00	0.35	
2/28/2020	DAH	\$202.50	2.25	
3/06/2020	JEC	\$30.00	0.10	
3/06/2020	JEC	\$105.00	0.35	
3/07/2020	JEC	\$1,200.00	4.00	
3/09/2020	JEC	\$600.00	2.00	
3/09/2020	DAH	\$67.50	0.75	
3/10/2020	JEC	\$105.00	0.35	
3/11/2020	JECE	\$4.00	1.00	
3/11/2020	JEC	\$105.00	0.35	
3/18/2020	JEC	\$600.00	2.00	
3/24/2020	DAH	\$45.00	0.50	
3/26/2020	JEC	\$600.00	2.00	
3/27/2020	JEC	\$705.00	2.35	
3/28/2020	JEC	\$1,200.00	4.00	
3/29/2020	JEC	\$600.00	2.00	
4/01/2020	DAH	\$22.50	0.25	
4/02/2020	JECE	\$1.00	1.00	
4/03/2020	DAH	\$90.00	1.00	
4/03/2020	JEC	\$600.00	2.00	
4/04/2020	JEC	\$150.00	0.50	
4/05/2020	JEC	\$150.00	0.50	
4/06/2020	JEC	\$600.00	2.00	
4/07/2020	DAH	\$22.50	0.25	
4/07/2020	JEC	\$1,650.00	5.50	
4/07/2020	DAH	\$180.00	2.00	
4/07/2020	JECE	\$4.00	1.00	
4/07/2020	JECE	\$4.00	1.00	
4/07/2020	JECE	\$2.00	4.00	

# History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt	Dur/Quantity	Description
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4/08/2020	JECE	\$4.00	1.00	
4/08/2020	DAH	\$270.00	3.00	
4/08/2020	JEC	\$450.00	1.50	

4/08/2020	JECE	\$4.00	1.00	
4/09/2020	JEC	\$1,500.00	5.00	
4/09/2020	JECE	\$1.00	1.00	
4/09/2020	DAH	\$22.50	0.25	
4/09/2020	JECE	\$4.00	1.00	
4/09/2020	JECE	\$4.00	1.00	
4/09/2020	DAH	\$495.00	5.50	
4/09/2020	JECE	\$4.00	1.00	
4/10/2020	JEC	\$1,350.00	4.50	
4/10/2020	DLS	\$250.00	1.00	

4/10/2020	DAH	\$360.00	4.00	
4/10/2020	JECE	\$28.00	28.00	
4/10/2020	DLS	\$375.00	1.50	

4/11/2020	JEC	\$600.00	2.00	
4/11/2020	JECE	\$4.00	1.00	
4/11/2020	JECE	\$4.00	1.00	
4/11/2020	JECE	\$15.00	15.00	
4/11/2020	JECE	\$7.50	15.00	
4/13/2020	JEC	\$150.00	0.50	

4/13/2020	MLH	\$168.75	0.75	
4/13/2020	JECE	\$4.00	1.00	
4/13/2020	DAH	\$90.00	1.00	
4/14/2020	JEC	\$105.00	0.35	

4/14/2020	JECE	\$4.00	1.00	
4/14/2020	JECE	\$4.00	1.00	
5/01/2020	JEC	\$30.00	0.10	US
5/07/2020	JEC	\$105.00	0.35	

6/02/2020	JECE	\$4.00	1.00	
6/02/2020	DAH	\$22.50	0.25	
6/02/2020	JEC	\$105.00	0.35	
6/02/2020	JECE	\$4.00	1.00	
6/03/2020	DAH	\$45.00	0.50	
6/03/2020	JECE	\$8.00	2.00	
6/03/2020	DAH	\$22.50	0.25	
6/03/2020	JECE	\$4.00	1.00	
6/04/2020	JECE	\$4.00	1.00	
6/06/2020	JECE	\$4.00	1.00	
6/08/2020	JECE	\$4.00	1.00	
6/08/2020	JECE	\$8.00	2.00	
6/08/2020	JECE	\$8.00	2.00	
6/08/2020	JECE	\$4.00	1.00	
6/08/2020	JECE	\$4.00	1.00	
6/08/2020	JEC	\$225.00	0.75	

# History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
6/08/2020				
6/09/2020	JECE	\$4.00	1.00	
6/18/2020	DAH	\$22.50	0.25	
6/18/2020	JECE	\$4.00	1.00	
6/26/2020	JECE	\$4.00	1.00	
6/26/2020	JECE	\$4.00	1.00	
6/26/2020	JEC	\$150.00	0.50	
6/27/2020	JECE	\$4.00	1.00	
6/27/2020	JEC	\$105.00	0.35	
6/29/2020	DAH	\$22.50	0.25	
7/10/2020	JECE	\$16.00	4.00	
7/18/2020	JECE	\$12.00	3.00	
7/11/2020	JEC	\$225.00	0.75	
7/12/2020	JEC	\$300.00	1.00	
7/18/2020	JECE	\$4.00	1.00	
7/20/2020	JEC	\$105.00	0.35	
7/20/2020	JECE	\$4.00	1.00	
7/21/2020	DAH	\$22.50	0.25	
7/23/2020	JECE	\$4.00	1.00	
7/24/2020	JECE	\$6.85	1.00	
7/24/2020	JECE	\$8.00	2.00	
7/27/2020	JECE	\$4.00	1.00	
8/10/2020	JECE	\$1.10	1.00	
8/13/2020	JECE	\$4.00	1.00	
10/07/2020	JECE	\$4.00	1.00	
11/16/2020	JECE	\$4.00	1.00	
Grand Total		\$105,245.41	1,866.65	





# IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: M/A/D PROPERTIES, LLC

Alias:

C/O DEBRA R. TWENTER  
414 MAIN STREET  
BOONVILLE, MO 65233  
COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

6/21/2021

Date

/s/ TRICIA MCCOLLUM

Clerk

Further Information:

### Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.  
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

☐ other: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires:

Date

Notary Public

### Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.





# IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: COPIES ETC., INC.

Alias:

C/O DEBRA R. TWENTER  
414 MAIN STREET  
BOONVILLE, MO 65233  
COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

6/21/2021

Date

/S/ TRICIA MCCOLLUM

Clerk

Further Information:

### Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.  
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires:

Date

Notary Public

### Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_  
 Non Est \$ \_\_\_\_\_  
 Sheriff's Deputy Salary \_\_\_\_\_  
 Supplemental Surcharge \$ 10.00  
 Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)  
 Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

**Summons in Civil Case**

The State of Missouri to: DEBRA R TWENTER

Alias:

414 MAIN STREET  
BOONVILLE, MO 65233

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

6/21/2021

Date

/s/ TRICIA MCCOLLUM

Clerk

Further Information:

**Sheriff's or Server's Return**

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.  
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_ a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

\_\_\_\_\_ (name) \_\_\_\_\_ (title).

☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer.

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires:

Date

Notary Public

**Sheriff's Fees, if applicable**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary \$ \_\_\_\_\_

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI**

**JOHN E. CURRAN, P.C.,  
d/b/a Curran & Associates,**

**Plaintiff,**

**vs.**

**DEBRA R. TWENTER,**

**and**

**COPIES ETC., INC.**

**and**

**M/A/D Properties, LLC**

**Defendants.**

**Case No. 21CM-CC00112**

**ORDER APPOINTING  
SPECIAL PROCESS SERVER**

This cause having come before the Court upon Plaintiff's Motion for Appointment of Special Process Server and the Court having considered Plaintiff's Motion and being otherwise duly advised, now grants the same.

**IT IS THEREFORE ORDERED** that Douglas Culver be authorized and appointed as special process server to serve Defendants Debra R. Twenter, Copies, Etc., and M/A/D Properties, LLC.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Clerk**

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

**JOHN E. CURRAN, P.C.,**  
d/b/a Curran & Associates.

**Plaintiff,**

**vs.**

**DEBRA R. TWENTER,**

and

COPIES ETC., INC.

and

**M/A/D Properties, LLC**

**Defendants.**

**Case No. 21CM-CC00112**

## APPLICATION FOR SPECIAL PROCESS SERVER

**COMES NOW** Plaintiff, by and through its attorney of record, Derek L. Smith, and pursuant to Missouri Supreme Court Rule 54.01 requests that Douglas Culver be appointed Special Process Server to serve Defendants Debra R. Twenter, Copies Etc., Inc. and M/A/D Properties, LLC.

Douglas Culver, 924 Indian Pointe, Osage Beach, MO 65065 be appointed as "Special Process Server", who is instructed to obtain service of process and summons upon the Defendants Debra R. Twenter, Copies Etc., Inc. and M/A/D Properties, LLC. The above-named individual is over the age of 21, not related to or an employee of the Plaintiff and is of good moral character.

Service address is 790 River Road, Eldon, MO 65026.

Respectfully submitted,  
CURRAN & ASSOCIATES

BY: /s/ Derek L. Smith

DEREK L. SMITH #66240  
4427 OSAGE BEACH PKWY STE A100  
OSAGE BEACH, MO 65065  
(573) 348-3157 TELEPHONE  
(573) 348-3093 FACSIMILE  
[dsmith@jecurranpc.com](mailto:dsmith@jecurranpc.com)  
ATTORNEY FOR PLAINTIFF

# CURRAN & ASSOCIATES

ATTORNEYS AT LAW

4427 Osage Beach Parkway, Suite A-100

P.O. Box 600

Osage Beach, Missouri 65065-0600

John E. Curran

Derek L. Smith

Telephone: (573) 348-3157

Telephone: (800) 363-0013

Facsimile: (573) 348-3093

[dsmith@jccurranpc.com](mailto:dsmith@jccurranpc.com)

2021-July-20

VIA EFILING SYSTEM ONLY

Camden County Circuit Court Clerk

Camden County Courthouse

Camdenton, MO 65020

Re: John E. Curran PC d/b/a Curran & Associates vs. Debra R. Twenter, et al.  
Case No. 21CM-CC00112

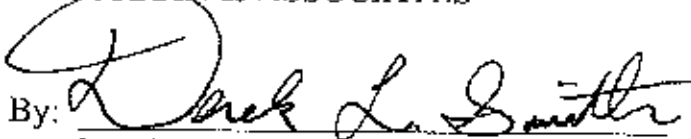
Dear Clerk:

Please allow this letter to serve as our request for Alias Summons to be served upon Defendant Debra R. Twenter at 790 River Road, Eldon, MO 65026, Copies Etc., Inc. c/o Debra R. Twenter, 790 River Road, Eldon, MO 65026 and M/A/D Properties, LLC. c/o Debra R. Twenter, 790 River Road, Eldon, MO 65026.

Thank you.

Very truly yours,

CURRAN & ASSOCIATES

By:   
Derek L. Smith

DLS:drw





## IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: M/A/D PROPERTIES, LLC

Alias:

C/O DEBRA R. TWENTER  
414 MAIN STREET  
BOONVILLE, MO 65233

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

6/21/2021

/s/ TRECIA MCCOLEUM

Date

Clerk

Further Information:

## Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.  
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

(name)

(title)

X other: M/S - 15 living @ 790 River Rd Eldon MO 7-19-21

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

J.F. Rico

Printed Name of Sheriff or Server

C.F. Rico

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_

Date

Notary Public

## Sheriff's Fees, if applicable

Summons \$ 20

Non Est \$

Sheriff's Deputy Salary \$ 10.00

Supplemental Surcharge \$

Mileage \$ \_\_\_\_\_ (miles @ \$ \_\_\_\_\_ per mile)

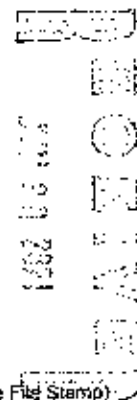
Total \$ 30

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



# IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

COOPER COUNTY SHERRIFF & CLERK



Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

## Summons in Civil Case

The State of Missouri to: COPIES ETC., INC.  
Alias:

C/O DEBRA R. TWENTER  
414 MAIN STREET  
BOONVILLE, MO 65233  
COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

6/21/2021

/S/ TRICIA MCCOLLUM

Date

Clerk

Further Information:

### Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.  
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.  
☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

(name) (title)  
 X other N/S. is living @ 790 River Rd Eldon, MO 7-19-21

Served at (address)  
 in (County/City of St. Louis), MO, on (date) at (time).

J.F. Rice

Printed Name of Sheriff or Server

*[Signature]*

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on (date).

(Seal)

My commission expires:

Date

Notary Public

### Sheriff's Fees, if applicable

Summons \$ 00

Non Est \$

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ ( miles @ \$ per mile)

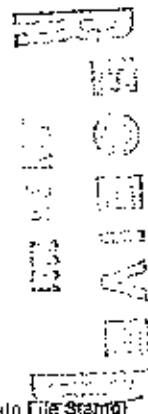
Total \$ 30

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



## IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

COOPER COUNTY SHERRIFFS OFFICE



Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

Date Filed Stamp

## Summons in Civil Case

The State of Missouri to: DEBRA R TWENTER  
Alias:414 MAIN STREET  
BOONVILLE, MO 65233

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

6/21/2021

/s/ TRICIA MCCOLLUM

Date

Clerk

Further Information:

## Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

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☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

☒ other: N/S - is Living @ 790 River Rd Eldon MO 7-19-21

Served at \_\_\_\_\_ (address)  
 in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

J. F. Rice

Printed Name of Sheriff or Server

C. F. Rice

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer.

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_

Date

Notary Public

## Sheriff's Fees, if applicable

Summons \$ 20

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary \$ \_\_\_\_\_

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ 30

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



# IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: M/A/D PROPERTIES, LLC

Alias:

C/O DEBRA R TWENTER  
790 RIVER ROAD  
LEBANON, MO 65536

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

7/21/2021

/S/ TRICIA MCCOLLUM

Date

Clerk

Further Information:

### Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

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- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.  
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

☐ other: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires:

Date

Notary Public

### Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



# IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: **COPIES ETC., INC.**

Alias:

C/O DEBRA R TWENTER  
790 RIVER ROAD  
ELDON, MO 65026

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

7/21/2023

Date

/s/ TRICIA MCCOLLUM

Clerk

Further Information:

### Sheriff's or Server's Return

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☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

☐ other: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires:

Date

Notary Public

### Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$\_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.





# IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: DEBRA R TWENTER  
Allas:

790 RIVER ROAD  
ELDON, MO 65026

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

7/21/2021

/S/ TRICIA MCCOITJUM

Date

Clerk

Further Information:

### Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

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☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer.

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires:

Date

Notary Public

### Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

**Jo McElwee**  
**Camden County**  
**Circuit Clerk**

JOHN E. CURRAN, P.C.,  
d/b/a Curran & Associates,

Plaintiff,

vs.

Case No. 21CM-CC00112

DEBRA R. TWENTER,

and

COPIES ETC., INC.

and

M/A/D Properties, LLC

Defendants.

**ORDER APPOINTING**  
**SPECIAL PROCESS SERVER**

This cause having come before the Court upon Plaintiff's Motion for Appointment of Special Process Server and the Court having considered Plaintiff's Motion and being otherwise duly advised, now grants the same.

IT IS THEREFORE ORDERED that Douglas Culver be authorized and appointed as special process server to serve Defendants Debra R. Twenter, Copies, Etc., and M/A/D Properties, LLC.

Dated: 7/21/2021

/s/ TRICIA MCCOLLUM

Clerk

COURT SEAL OF





# IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: M/A/D PROPERTIES, LLC

Alias:

C/O SECRETARY OF STATE  
PO BOX 778  
JEFFERSON CITY, MO 65102

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

8/3/2021

/S/ ERICIA MCCOLLUM

Date

Clark

Further Information:

### Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.

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☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

☐ other: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires:

Date

Notary Public

### Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



# IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: **COPIES ETC., INC.**

Alias:

C/O SECRETARY OF STATE  
PO BOX 778  
JEFFERSON CITY, MO 65102  
COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

8/3/2021

Date

/s/ TRICIA MCCOLLUM

Clerk

Further Information:

### Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_ a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

☐ other: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

### Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

# CURRAN & ASSOCIATES

ATTORNEYS AT LAW

4427 Osage Beach Parkway, Suite A-100

P.O. Box 600

Osage Beach, Missouri 65065-0600

John E. Curran

Mary L. Hinton

Derek L. Smith

Telephone: (573) 348-3157

Telephone: (800) 363-0013

Facsimile: (573) 348-3093

[dsmith@jecurranpc.com](mailto:dsmith@jecurranpc.com)

2021-August 3

Camden County Circuit Clerk

VIA E-Filing

Re: John E. Curran PC d/b/a Curran & Associates vs. Debra R. Twenter et al.  
Case No. 21CM-CC00112

Dear Clerk:

Please issue an alias summons to Defendant M/A/D Properties, LLC, c/o Secretary of State, P O Box 778, Jefferson City, MO 65102.

Also, please issue an alias summons to Defendant Copies, Etc., Inc., c/o Secretary of State, P O Box 778, Jefferson City, MO 65102.

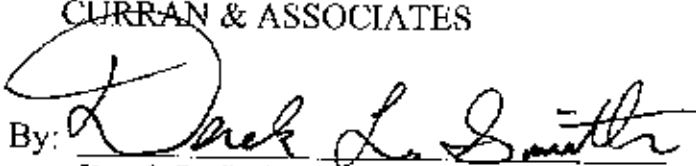
If you need anything further from me, please advise.

Thank you for your time and attention to this matter.

Very truly yours,

CURRAN & ASSOCIATES

By:

  
Derek L. Smith

DLS:drw



## IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 6 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: COPIES ETC., INC.

Alias:

C/O DEBRA R TWENTER  
790 RIVER ROAD  
ELDON, MO 65028

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

7/21/2021

Date

/s/ TRICIA MCCOLLUM

Clerk

Further Information:

## Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:☐ other: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

DALPHE R. WITT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Morgan County

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on August 3, 2021 (date).

My Commission Expires: 12/20/2021  
Commission #13583006My commission expires: 12/20/2021  
Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ ✓

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.





## IN THE 26TH JUDICIAL CIRCUIT, CAMDEN COUNTY, MISSOURI

Judge or Division:	Case Number: 21CM-CC00112
Plaintiff/Petitioner: JOHN E. CURRAN PC D/B/A CURRAN & ASSOCIATES	Plaintiff's/Petitioner's Attorney/Address DEREK LEE SMITH 4427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065
Defendant/Respondent: DEBRA R TWENTER	Court Address: CAMDEN COUNTY COURTHOUSE 1 COURT CIRCLE, STE 8 CAMDENTON, MO 65020
Nature of Suit: CC Breach of Contract	(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: M/AD PROPERTIES, LLC

Alias:

C/O DEBRA R TWENTER  
780 RIVER ROAD  
LEBANON, MO 65536

COURT SEAL OF



CAMDEN COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

7/21/2021

/S/ TRICIA MCCOY, CLERK

Date

Clerk

Further Information:

## Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to:

(name)

(title)

☐ other:

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

DALPHINE R. WILLIAMS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Morgan County  
My Commission Expires: 12/20/2021  
Commission #13553008

Printed Name of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer.

Subscribed and sworn to before me on August 3, 2021 (date).

My commission expires: 12/20/2021

Date

Notary Public

## Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ 2

Sheriff's Deputy Salary \$ \_\_\_\_\_

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



**IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI**

**JOHN E. CURRAN, P.C.**  
**d/b/a CURRAN & ASSOCIATES,**

**Plaintiff,**

**vs.**

**DEBRA R. TWENTER, et al.,**

**Defendants.**

Case No.: 21CM-CC00112

**MOTION TO DISMISS**

COMES NOW Defendant, Debra R. Twenter, by and through counsel, Harms Law Office, LLC, and moves this Court to dismiss all claims against said Defendant for failure to state a claim upon which relief may be granted.

In support of is motion to dismiss all claims against said Defendant contained in Plaintiff's Petition, Defendant states and alleges as follows:

**A. Motions to Dismiss Generally:**

"Review of a motion to dismiss for failure to state a claim upon which relief may be granted is exclusively a test of the adequacy of Plaintiff's petition." Snodgras v. Martin & Bayley, Inc., 204 S.W. 3d 638, 640 (Mo. banc, 2006); Citing Bosch v. St. Louis Healthcare Network, 41 S.W. 3d 462, 464 (Mo. banc 2001). Motions to Dismiss are "treated solely as a test of the adequacy of Plaintiff's petition." Nazeri v. Missouri Valley College, 860 S.W. 2d 303, 306 (Mo. banc, 1993).

Further, the Court should not attempt "to weigh any facts alleged as to whether they are credible or persuasive." Id. Instead, "the petition is reviewed in an almost academic

manner, to determine if the facts alleged meet the elements of a recognized cause of action, or of a cause that might be adopted in that case.” *Id.*

B. Legal Fees:

“The trial court is an expert regarding legal fees.” *Travis v. Travis*, 163 S.W. 3d 43, 50 (Mo. App., W.D., 2005).

C. Discussion:

Plaintiff’s claims are for unpaid legal fees. Each Count of Plaintiff’s Petition alleges that “Plaintiff provided legal services necessary for the dissolution action” and that the value of the services provided by Plaintiff were “reasonable” and “fair and reasonable”. Plaintiff then blatantly conceals the description of the services allegedly provided by Plaintiff by redacting Exhibit 3, which is incorporated into Plaintiff’s Petition as a demonstration of the reasonableness of the charges. By redacting Exhibit 3, Plaintiff’s petition fails to state a claim upon which this Court may grant relief because this Court is prevented from determining the “fairness” or reasonableness” of Plaintiff’s claims.

D. Conclusion:

Plaintiff’s Petition fails to state a cause of action against Defendant, Twenter. Plaintiff’s Petition asks this Court to use its discretion in determining the “fairness” and “reasonableness” of the legal fees charged by Plaintiff in Exhibit 3. However, Plaintiff’s Petition then prevents this Court from being able to exercise that discretion by redacting the description of the services allegedly provided by Plaintiff.


**WHEREFORE**, Defendant, Debra R. Twenter, respectfully prays this honorable Court to dismiss Plaintiff’s Petition; sending Defendant forth with her costs incurred in

defending against the same; and any other relief this honorable Court deems just and proper under the premises.

Respectfully submitted,

HARMS LAW OFFICE, LLC

By:

  
 \_\_\_\_\_  
 GERALD JAY HARMS, JR. #57802  
 22 North Main Street  
 Lake Ozark, MO 65049  
 Phone: (573) 348-9300  
 Facsimile: (573) 348-9301  
 gjharms@harmslawoffice.com

ATTORNEYS FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

Pursuant to Rule 55.03(a), the undersigned, hereby certifies that he has signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process. The undersigned further certifies that he filed a copy of the foregoing using Missouri's Electronic Filing system on September 3, 2021, and said system will provide notification of the filing and access to the pleading to all counsel of record.

  
 \_\_\_\_\_  
 Harms Law Office, LLC

## IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

JOHN E. CURRAN, P.C.  
d/b/a CURRAN & ASSOCIATES,

Plaintiff,

vs.

DEBRA R. TWENTER, et al.,

Defendants.

Case No.: 21CM-CC00112**MOTION TO DISMISS**

COMES NOW Defendant, Copies Etc., Inc., by and through counsel, Harms Law Office, LLC, and moves this Court to dismiss all claims against said Defendant for failure to state a claim upon which relief may be granted.

In support of is motion to dismiss all claims against said Defendant contained in Plaintiff's Petition, Defendant states and alleges as follows:

A. Motions to Dismiss Generally:

"Review of a motion to dismiss for failure to state a claim upon which relief may be granted is exclusively a test of the adequacy of Plaintiff's petition." Snodgras v. Martin & Bayley, Inc., 204 S.W. 3d 638, 640 (Mo. banc, 2006); Citing Bosch v. St. Louis Healthcare Network, 41 S.W. 3d 462, 464 (Mo. banc 2001). Motions to Dismiss are "treated solely as a test of the adequacy of Plaintiff's petition." Nazeri v. Missouri Valley College, 860 S.W. 2d 303, 306 (Mo. banc, 1993).

Further, the Court should not attempt "to weigh any facts alleged as to whether they are credible or persuasive." Id. Instead, "the petition is reviewed in an almost academic

manner, to determine if the facts alleged meet the elements of a recognized cause of action, or of a cause that might be adopted in that case.” Id.

B. Piercing the Corporate Veil:

“In some circumstances, a court may disregard a corporate entity and hold its owners personally liable for corporate debts...” Mobius Management v. West Physician Search, 175 S.W. 3d 186, 188 (Mo., 2005); citation omitted; emphasis added. “In order to ‘pierce the corporate veil,’ the plaintiff must first show control—not mere majority or stock control, but complete domination, not only of finances, but of policy and business practice with respect to the transaction, such that the corporate entity had no separate mind, will or existence of its own.” Id. “In other words, the plaintiff must show that the corporation is the alter ego of the defendant.” Id. “When a corporation is so dominated by a person as to be a mere instrument of that person, and indistinct from the person controlling it, the court will disregard the corporate form if its retention would result in injustice...” Id.

“Second, the plaintiff must show a breach of duty—that this control was used by the corporation to commit fraud or wrong, to perpetrate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of the plaintiff’s legal rights.” Id. “In some situations, the corporate veil may be pierced when a corporation is undercapitalized, or when its assets are stripped to avoid creditors.” Id., 188-189. “Finally, the plaintiff must show that the control and breach of duty proximately caused the injury or unjust loss.” Id., 189.

C. Property Division in Dissolution of Marriage Actions:

Section 452.330 RSMo. states in part:

1. In a proceeding for dissolution of the marriage or legal separation, or in a proceeding for disposition of property following dissolution of the marriage by a court which lacked personal jurisdiction over the absent spouse or lacked jurisdiction to dispose of the property, the court shall set apart to each spouse such spouse's nonmarital property and shall divide the marital property and marital debts in such proportions as the court deems just after considering all relevant factors including:

\*\*\*

(2) The contribution of each spouse to the acquisition of the marital property, including the contribution of a spouse as homemaker;

\*\*\*

“Property acquired during the marriage is presumed to be marital property, but a party may overcome this presumption if he or she shows the property is separate.” S.M.S. v. J.B.S., 588 S.W. 3d 473, 486 (Mo. App., E.D., 2019); citations omitted. “The spouse asserting property is separate has the burden to overcome the presumption of marital property and demonstrate by clear and convincing evidence that the property falls under one of the exceptions set out in section 452.330.2,” Id. “Furthermore, if the complaining party meets this burden, the property is rendered separate.” Id.

Shares of stock, even in closely held corporations, are subject to distribution by the family court pursuant to Section 452.330 RSMo. See S.M.S. v. J.B.S., 588 S.W. 3d 473, and Hoffman v. Hoffman, 676 S.W. 2d 817 (Mo. Banc., 1984). Courts consider claims of equitable ownership of corporations due to expenditure of marital funds and efforts for the benefit of the company. S.M.S. v. J.B.S., and Hoffman v. Hoffman. Nowhere in Chapter 452 RSMo. is a court authorized to distribute the assets of a corporation in a dissolution proceeding. Only the shares of stock of such corporation may be distributed among the parties or an equalization payment made to account for such interest.



D. Discussion:

In each Count of its Petition, Plaintiff alleges, “Defendants M/A/D and Copies Etc. are the alter-ego of Defendant Twenter, and the Court should pierce the corporate veil of such Defendants M/A/D and Copies Etc.” Plaintiff’s assertion flies in the face of the concept of piercing the corporate veil because Plaintiff seeks to hold the separate entity (Defendant, Copies Etc.) liable for the debts of Defendant, Twenter. This flies in the face of the entire concept of “piercing the corporate veil” as is stated by the Missouri Supreme Court in Mobius Management.

Plaintiff does not allege that Defendant, Twenter, depleted the assets, of Defendant, Copies Etc. Instead, Plaintiff claims that Defendant, Copies Etc., is well funded to the detriment of Plaintiff trying to collect an alleged debt of Defendant, Twenter. The basis of Plaintiff’s assertion is not found in any case law or statute and is a blatant end-run around potentially having difficulty in collecting an alleged debt from an individual that owns an interest in the entity.

Aside from this complete distortion of the concept of “piercing the corporate veil”, Plaintiff’s claim fails to state a cause of action against Defendant, Copies Etc., because it fails to properly plead the elements necessary to establish a cause of action against said Defendant. Exhibit 1 attached to Plaintiff’s Petition specifically states that the alleged contract was only between Plaintiff and Defendant, Twenter. Further, the alleged contract was to represent Defendant, Twenter, in a dissolution of marriage action, which is governed by Chapter 452 RSMo.

Under the explicit provisions of Section 452.330 RSMo., the dissolution court “must

set apart to each spouse such spouse's nonmarital property and shall divide the marital property and marital debts in such proportions as the court deems just after considering all relevant factors..." Assuming Plaintiff is capable of providing competent legal services in dissolution proceedings, Plaintiff was well aware of that its representation was of Defendant, Twenter, and the burden to overcome the presumption that the shares of stock in Defendant, Copies Etc., were marital property would be part of the duty owed by Plaintiff to Defendant, Twenter. Plaintiff has no obligations to Defendant, Copies Etc., nor does Defendant, Copies Etc., have any obligations to Plaintiff in this transaction. For this reason, Plaintiff – as a matter of law – cannot claim that Defendant, Twenter's, control of Defendant, Copies Etc., "was used by the corporation to commit fraud or wrong, to perpetrate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of the [P]laintiff's legal rights."

Moreover, Plaintiff's Petition is completely devoid of any allegations alleging "that the control and breach of duty proximately caused the injury or unjust loss" to Plaintiff. Plaintiff's allegations – including Exhibit 1, 2, and 3 attached to its Petition – demonstrate that Plaintiff's claim of loss is directed squarely at Defendant, Twenter. The contract was with Twenter and the invoices and demands for payment were sent only to Defendant, Twenter.

#### E. Conclusion:

Plaintiff's Petition fails to state a cause of action against Defendant, Copies Etc. First, the alleged contract is between Plaintiff and Defendant, Twenter, only. Defendant, Twenter, requested Plaintiff provide legal serves for her dissolution of marriage

services that cannot be provided to non-married corporations. Next, Plaintiff's allegations run contrary to the entire concept of piercing the corporate veil. Plaintiff's Petition fails to sufficiently plead allegations establishing the second element of a theory of piercing the corporate veil - that the corporation owed an obligation or duty to Plaintiff. Last, but certainly not least, Plaintiff's Petition fails to make any allegations that Defendant, Twenter's, control of Defendant, Copies Etc., was the proximate cause of Plaintiff's alleged injury in not being paid by Defendant, Twenter, for legal services in a dissolution of marriage provided to Defendant, Twenter, alone.

**WHEREFORE**, Defendant, Copies Etc., Inc., respectfully prays this honorable Court to dismiss Plaintiff's Petition; sending Defendant forth with its costs incurred in defending against the same; and any other relief this honorable Court deems just and proper under the premises.

Respectfully submitted,

**HARMS LAW OFFICE, LLC**

By: 

**GERARD "JAY" HARMS, JR. #57802**  
 22 North Shore Drive  
 Lake Ozark, MO 65049  
 Phone: (573) 348-9300  
 Facsimile: (573) 348-9301  
*gjharms@harmslawoffice.com*

**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

Pursuant to Rule 55.03(a), the undersigned, hereby certifies that he has signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process. The undersigned further certifies that he filed a copy of the foregoing using Missouri's Electronic Filing system on September 3, 2021, and said system will provide notification of the filing and access to the pleading to all counsel of record.



*Harms Law Office, LLC*

**IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI**

**JOHN E. CURRAN, P.C.,**  
**d/b/a CURRAN & ASSOCIATES,**

**Plaintiff,**

**vs.**

**DEBRA R. TWENTER, et al.,**

**Defendants.**

**Case No.: 21CM-CC00112**

**MOTION TO DISMISS**

COMES NOW Defendant, M/A/D Properties, LLC, by and through counsel, Harms Law Office, LLC, and moves this Court to dismiss all claims against said Defendant for failure to state a claim upon which relief may be granted.

In support of is motion to dismiss all claims against said Defendant contained in Plaintiff's Petition, Defendant states and alleges as follows:

**A. Motions to Dismiss Generally:**

"Review of a motion to dismiss for failure to state a claim upon which relief may be granted is exclusively a test of the adequacy of Plaintiff's petition." Snodgras v. Martin & Bayley, Inc., 204 S.W. 3d 638, 640 (Mo. banc, 2006); Citing Bosch v. St. Louis Healthcare Network, 41 S.W. 3d 462, 464 (Mo. banc 2001). Motions to Dismiss are "treated solely as a test of the adequacy of Plaintiff's petition." Nazeri v. Missouri Valley College, 860 S.W. 2d 303, 306 (Mo. banc, 1993).

Further, the Court should not attempt "to weigh any facts alleged as to whether they are credible or persuasive." Id. Instead, "the petition is reviewed in an almost academic

manner, to determine if the facts alleged meet the elements of a recognized cause of action, or of a cause that might be adopted in that case.” Id.

B. Piercing the Corporate Veil:

“In some circumstances, a court may disregard a corporate entity and hold its owners personally liable for corporate debts...” Mobius Management v. West Physician Search, 175 S.W. 3d 186, 188 (Mo., 2005); citation omitted; emphasis added. “In order to ‘pierce the corporate veil,’ the plaintiff must first show control—not mere majority or stock control, but complete domination, not only of finances, but of policy and business practice with respect to the transaction, such that the corporate entity had no separate mind, will or existence of its own.” Id. “In other words, the plaintiff must show that the corporation is the alter ego of the defendant.” Id. “When a corporation is so dominated by a person as to be a mere instrument of that person, and indistinct from the person controlling it, the court will disregard the corporate form if its retention would result in injustice...” Id.

“Second, the plaintiff must show a breach of duty—that this control was used by the corporation to commit fraud or wrong, to perpetrate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of the plaintiff’s legal rights.” Id. “In some situations, the corporate veil may be pierced when a corporation is undercapitalized, or when its assets are stripped to avoid creditors.” Id., 188-189. “Finally, the plaintiff must show that the control and breach of duty proximately caused the injury or unjust loss.” Id., 189.

C. Property Division in Dissolution of Marriage Actions:



Section 452.330 RSMo. states in part:

1. In a proceeding for dissolution of the marriage or legal separation, or in a proceeding for disposition of property following dissolution of the marriage by a court which lacked personal jurisdiction over the absent spouse or lacked jurisdiction to dispose of the property, the court shall set apart to each spouse such spouse's nonmarital property and shall divide the marital property and marital debts in such proportions as the court deems just after considering all relevant factors including:

\*\*\*

(2) The contribution of each spouse to the acquisition of the marital property, including the contribution of a spouse as homemaker;

\*\*\*

“Property acquired during the marriage is presumed to be marital property, but a party may overcome this presumption if he or she shows the property is separate.” S.M.S. v. J.B.S., 588 S.W. 3d 473, 486 (Mo. App., E.D., 2019); citations omitted. “The spouse asserting property is separate has the burden to overcome the presumption of marital property and demonstrate by clear and convincing evidence that the property falls under one of the exceptions set out in section 452.330.2.” Id. “Furthermore, if the complaining party meets this burden, the property is rendered separate.” Id.

Shares of stock, even in closely held corporations (and analogously member interests in limited liability companies), are subject to distribution by the family court pursuant to Section 452.330 RSMo. See S.M.S. v. J.B.S., 588 S.W. 3d 473, and Hoffman v. Hoffman, 676 S.W. 2d 817 (Mo. Banc., 1984). Courts consider claims of equitable ownership of corporations due to expenditure of marital funds and efforts for the benefit of the company. S.M.S. v. J.B.S., and Hoffman v. Hoffman. Nowhere in Chapter 452 RSMo. is a court authorized to distribute the assets of a corporation in a dissolution proceeding. Only the shares of stock of such corporation (or member interests of such

limited liability company) may be distributed among the parties or an equalization payment made to account for such interest.

D. Discussion:

In each Count of its Petition, Plaintiff alleges, "Defendants M/A/D and Copies Etc. are the alter-ego of Defendant Twenter, and the Court should pierce the corporate veil of such Defendants M/A/D and Copies Etc." Plaintiff's assertion flies in the face of the concept of piercing the corporate veil because Plaintiff seeks to hold the separate entity (Defendant, M/A/D) liable for the debts of Defendant, Twenter. This flies in the face of the entire concept of "piercing the corporate veil" as is stated by the Missouri Supreme Court in Mobius Management.

Plaintiff does not allege that Defendant, Twenter, depleted the assets, of Defendant, M/A/D. Instead, Plaintiff claims that Defendant, M/A/D, is well funded to the detriment of Plaintiff trying to collect an alleged debt of Defendant, Twenter. The basis of Plaintiff's assertion is not found in any case law or statute and is a blatant end-run around potentially having difficulty in collecting an alleged debt from an individual that owns an interest in the entity.

Aside from this complete distortion of the concept of "piercing the corporate veil", Plaintiff's claim fails to state a cause of action against Defendant, M/A/D, because it fails to properly plead the elements necessary to establish a cause of action against said Defendant. Exhibit 1 attached to Plaintiff's Petition specifically states that the alleged contract was only between Plaintiff and Defendant, Twenter. Further, the alleged contract was to represent Defendant, Twenter, in a dissolution of marriage action, which

is governed by Chapter 452 RSMo.

Under the explicit provisions of Section 452.330 RSMo, the dissolution court “must set apart to each spouse such spouse's nonmarital property and shall divide the marital property and marital debts in such proportions as the court deems just after considering all relevant factors...” Assuming Plaintiff is capable of providing competent legal services in dissolution proceedings, Plaintiff was well aware of that its representation was of Defendant, Twenter, and the burden to overcome the presumption that the shares of stock in Defendant, M/A/D, were marital property would be part of the duty owed by Plaintiff to Defendant, Twenter. Plaintiff has no obligations to Defendant, M/A/D, nor does Defendant, M/A/D, have any obligations to Plaintiff in this transaction. For this reason, Plaintiff – as a matter of law – cannot claim that Defendant, Twenter’s, control of Defendant, M/A/D, “was used by the corporation to commit fraud or wrong, to perpetrate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of the [P]laintiff's legal rights.”

Moreover, Plaintiff’s Petition is completely devoid of any allegations alleging “that the control and breach of duty proximately caused the injury or unjust loss” to Plaintiff. Plaintiff’s allegations – including Exhibit 1, 2, and 3 attached to its Petition – demonstrate that Plaintiff’s claim of loss is directed squarely at Defendant, Twenter. The contract was with Twenter and the invoices and demands for payment were sent only to Defendant, Twenter.

#### E. Conclusion:

Plaintiff’s Petition fails to state a cause of action against Defendant, M/A/D. First, the

alleged contract is between Plaintiff and Defendant, Twenter, only. Defendant, Twenter, requested Plaintiff provide legal services for her dissolution of marriage -- services that cannot be provided to non-married limited liability companies. Next, Plaintiff's allegations run contrary to the entire concept of piercing the corporate veil. Plaintiff's Petition fails to sufficiently plead allegations establishing the second element of a theory of piercing the corporate veil -- that the corporation owed an obligation or duty to Plaintiff. Last, but certainly not least, Plaintiff's Petition fails to make any allegations that Defendant, Twenter's, control of Defendant, M/A/D, was the proximate cause of Plaintiff's alleged injury in not being paid by Defendant, Twenter, for legal services in a dissolution of marriage provided to Defendant, Twenter, alone.

**WHEREFORE**, Defendant, M/A/D Properties, LLC, respectfully prays this honorable Court to dismiss Plaintiff's Petition; sending Defendant forth with its costs incurred in defending against the same; and any other relief this honorable Court deems just and proper under the premises.

Respectfully submitted,

**HARMS LAW OFFICE, LLC**

By: 

GERARD "JAY" HARMS, JR. #57802  
 22 North Shore Drive  
 Lake Ozark, MO 65049  
 Phone: (573) 348-9300  
 Facsimile: (573) 348-9301  
[gjharms@harmslawoffice.com](mailto:gjharms@harmslawoffice.com)

**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

Pursuant to Rule 55.03(a), the undersigned, hereby certifies that he has signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process. The undersigned further certifies that he filed a copy of the foregoing using Missouri's Electronic Filing system on September 3, 2021, and said system will provide notification of the filing and access to the pleading to all counsel of record.

  
\_\_\_\_\_  
Harms Law Office, LLC

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

JOHN E. CURRAN, P.C.  
d/b/a CURRAN & ASSOCIATES,

Plaintiff,

vs.

DEBRA R. TWENTER, et al.,

Defendants.

Case No.: 21CM-CC00112

ENTRY OF APPEARANCE

COMES NOW the attorneys of Harms Law Office, LLC, and enters their appearance on behalf of each Defendant in this cause of action.

Respectfully submitted,

HARMS LAW OFFICE, LLC

By:



GERARD "JAY" HARMS, JR. #57802  
22 North Shore Drive  
Lake Ozark, MO 65049  
Phone: (573) 348-9300  
Facsimile: (573) 348-9301  
gjharms@harmslawoffice.com

ATTORNEYS FOR PLAINTIFF



**CERTIFICATE OF SERVICE**

Pursuant to Rule 55.03(a), the undersigned, hereby certifies that he has signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process. The undersigned further certifies that he filed a copy of the foregoing using Missouri's Electronic Filing system on September 3, 2021, and said system will provide notification of the filing and access to the pleading to all counsel of record.

  
*Harms Law Office, LLC*

**IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI**

<b>JOHN E. CURRAN, P.C.,</b>	)	
<b>d/b/a Curran &amp; Associates,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>Case No. 21CM-CC00112</b>
	)	
<b>DEBRA R. TWENTER, et al.</b>	)	
	)	
<b>Defendants.</b>	)	

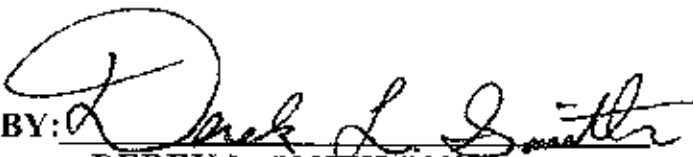
**NOTICE**

**PLEASE TAKE NOTICE** that Plaintiff John E. Curran, P.C. will call for hearing Defendant Debra R. Twenter's Motion to Dismiss, Copies, Etc.'s Motion to Dismiss and MAD Properties, LLC's Motion to Dismiss with reference to the above captioned case on Thursday, September 23, 2021 at 9:00 a.m. or as soon thereafter as counsel may be heard.

Time Required: 15 Minutes

**Respectfully submitted,**

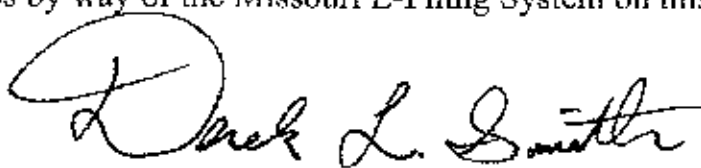
**CURRAN & ASSOCIATES**

BY:   
**DEREK L. SMITH #66240**  
**4427 OSAGE BEACH PKWY**  
**SUITE A-100**  
**OSAGE BEACH, MO 65065**  
**(573) 348-3157 TELEPHONE**  
**(573) 348-3093 FACSIMILE**  
[dsmith@jecurranpc.com](mailto:dsmith@jecurranpc.com)

**ATTORNEY FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the above and foregoing was sent to all interested parties by way of the Missouri E-Filing System on this 8<sup>th</sup> day of September, 2021.

A handwritten signature in black ink, reading "Derek L. Smith". The signature is written in a cursive style with a large, looping initial "D".

CURRAN & ASSOCIATES

CC: SR427278 - CAMDEN COUNTY / 21CM-CC00112



**State of Missouri**

Office of the Secretary of State

No. 70192280003178764488

TO: MIA/D PROPERTIES, LLC / DEBRA RAE HERSHBERGER/ DEBRA HERSHBERGER.

Name of student

414 MAIN STREET BOONVILLE, MO 65233

1. Are all persons residing at place of business:

You will take notice that the original process, notice or demand, a copy of which is hereto attached was duly served upon you at Jefferson City, Cole County, Missouri, by serving same on the Secretary of State, State of Missouri, or a Deputy.

Detained at Jefferson City, Missouri, this 13th day of August, 2021

JOHN E. CURRAN D/B/A CURRAN &amp; ASSOCIATES

## PLANTING

DEREK SMITH

Answers: See Page 141

427 OSAGE BEACH PARKWAY SUITE A100 OSAGE BEACH, MO 65065

Address of Delmar, for the "Harriet"

Process was served on Secretary of State or Deputy on AUGUST 06, 2021 at 08:00 AM  
(Date) (Time)

1 Page 1

41954

# AFFIDAVIT

State of Missouri.  
County of Cole

125

Before me, the undersigned notary, personally appeared Scott R. Clark, Director, Missouri Secretary of State's Business Services Division, and hereby makes oath and certifies that the original of above notice to defendant was delivered by United States Postal Service or United Parcel Service, on 20TH DAY OF AUGUST, 2021, by restricted delivery to addressee only which required a return receipt thereof, or a statement by USPS or UPS as to the disposition thereof.

☒ Attached hereto is the return receipt for said package.

☐ Attached hereto is said package returned by USPS or UPS with reason delivery was not completed.

Subscribed and sworn to before me at my office in Jefferson City, Cole County, Missouri, this

20.21

By: Scott R. Clark, Director of Military & Defense

9th day of

*James H. McGraw*



SHERRI PRESTAGE EMERY  
My Commission Expires  
October 21, 2023  
Cole County  
Commission #19661631

Crim. 26 (NY/2013)

Copy - B

CC: SR427317 - CAMDEN COUNTY / 21CM-CC00112



# State of Missouri

Office of the Secretary of State

No. 7019280000178764525

To COPIES ETC., INC. / DEBRA RAE HERSHBERGER / DEBRA HERSHBERGER.  
Name of Defendant

Name of defendant

444 MAIN STREET BOONVILLE, MO 65233

இது இரண்டு பக்கங்கள் ஆகியிருக்கின்றன.

You will take notice that the original process, notice or demand, a copy of which is hereto attached was duly served upon you at Jefferson City, Cole County, Missouri, by serving same on the Secretary of State, State of Missouri, or a Deputy.

Dated at Jefferson City, Missouri, this 13th day of August, 2021

*J. A. [Signature]*  
Secretary of State

Secretary of State

JOHN E CURRAN D/B/A CURRAN & ASSOCIATES

Ինչպես

DEREK SMITH

ਅੰਤਰਰਾਸ਼ਟਰੀ ਸਿੱਖ ਪ੍ਰਸਿਧੀ

4427 OSAGE BEACH PARKWAY SUITE A103 OSAGE BEACH, MO 65065

Address of Attorney for the Plaintiff

Process was served on Secretary of State or Deputy on AUGUST 06, 2021 at 08:00 AM  
(Date) (Time)

(1)  $\{c\}$  (1)  $\{c\}$

# AFFIDAVIT

State of Missouri.  
County of Cole

Before me, the undersigned notary, personally appeared Scott R. Clark, Director, Missouri Secretary of State's Business Services Division, and hereby makes oath and certifies that the original of above notice to defendant was delivered by United States Postal Service or United Parcel Service, on 20TH DAY OF AUGUST, 2021, by restricted delivery to addressee only which required a return receipt thereof, or a statement by USPS or UPS as to the disposition thereof.

Attached hereto is the return receipt for said package.

☐ Attached hereto is said package returned by USPS or UPS with reason delivery was not completed.

*[Signature]*  
Scott S. Clark, Director of Human Resources

2. Song B. (7.9): Director of the Museum Service

Subscribed and sworn to before me at my office in Jefferson City, Cole County, Missouri, this 9th day of

9. 法

day col

September 20, 21.



SHERI PRESTAGE EMERY  
My Commission Expires  
October 21, 2023  
Coe County  
Commission #19061831

*James P. Emery* Secretary Public

~~Shirley Phillips~~

8:42AM  
5/27/2021

EXHIBIT 3

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/12/2018	JEC	\$105.00	0.35	Conference with client
10/13/2018	JEC	\$300.00	1.00	Meeting with client review case and entries Prep of pleadings
10/13/2018	RLW	\$63.75	0.75	Work on engagement letter and copies
10/15/2018	DAH	\$85.00	1.00	Meeting with client
10/15/2018	JECE	\$8.00	2.00	Email to client
10/15/2018	JECE	\$56.00	14.00	Email from client
10/15/2018	DAH	\$21.25	0.25	Open File procedure
10/15/2018	DAH	\$127.50	1.50	Review email from client - multiple
10/15/2018	JEC	\$225.00	0.75	Meeting with client
10/15/2018	DAH	\$21.25	0.25	Phone call with client
10/16/2018	JECE	\$4.00	1.00	Email to attorney Christy
10/16/2018	JECE	\$8.00	2.00	Email from client Email from attorney Christy
10/16/2018	JECE	\$4.00	1.00	Email to client
10/16/2018	JECE	\$4.00	1.00	Email from client
10/16/2018	JECE	\$6.00	12.00	Photocopy Expense
10/16/2018	DAH	\$42.50	0.50	Conference with Attorney
10/16/2018	JEC	\$225.00	0.75	Review motion for continuance conference with O.A review property statement review Interrog. Answers
10/16/2018	DAH	\$85.00	1.00	Review documents received from client
10/16/2018	DAH	\$63.75	0.75	Organize File
10/16/2018	DAH	\$21.25	0.25	Preparation of pleadings
10/16/2018	DAH	\$212.50	2.50	Meeting with client
10/17/2018	JEC	\$105.00	0.35	Review court appearance dates
10/17/2018	DAH	\$106.25	1.25	Update case file from casenet
10/18/2018	JECE	\$8.00	2.00	Email to client Email to attorney Christy
10/18/2018	JECE	\$12.00	3.00	Email from client Email from attorney Christy
10/18/2018	JECE	\$4.00	1.00	Email from client
10/18/2018	JECE	\$15.00	30.00	Photocopy Expense
10/18/2018	JEC	\$405.00	1.35	Court Appearance Emails with client
10/19/2018	JEC	\$105.00	0.35	Emails with client
10/19/2018	DAH	\$21.25	0.25	Email to client
10/20/2018	JECE	\$4.00	1.00	Email to client
10/20/2018	JECE	\$4.00	1.00	Email from client
10/20/2018	JECE	\$4.00	1.00	Email to client
10/20/2018	JECE	\$4.00	1.00	Email from court
10/22/2018	JECE	\$4.00	1.00	Transmittal Letter
10/23/2018	JECE	\$28.00	7.00	Email from client
10/23/2018	JECE	\$4.00	1.00	Email from court
10/23/2018	DAH	\$42.50	0.50	Work on case map
10/23/2018	DAH	\$21.25	0.25	Review email from client
10/23/2018	DAH	\$127.50	1.50	Preparation of pleadings
10/23/2018	DAH	\$467.50	5.50	Meeting with client
10/23/2018	JEC	\$300.00	1.00	Meeting with client
10/23/2018	JECE	\$4.00	1.00	Transmittal Letter
10/23/2018	JECE	\$4.00	1.00	Email to client
10/24/2018	JECE	\$4.00	1.00	Transmittal Letter



8:42AM  
5/27/2021

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/25/2018	DAH	\$42.50	0.50	Phone call with client
10/26/2018	DAH	\$340.00	4.00	Meeting with client
10/26/2018	JEC	\$30.00	0.10	Review of file
10/26/2018	DAH	\$21.25	0.25	Email to client
10/26/2018	DAH	\$21.25	0.25	Review email re Trust
10/26/2018	JECE	\$8.00	2.00	Email to client Email to attorney Harms
10/26/2018	JECE	\$24.00	6.00	Email from client Email from attorney Harms
10/26/2018	JECE	\$4.50	9.00	Photocopy Expense
10/28/2018	DAH	\$170.00	2.00	Work on case map
10/29/2018	DAH	\$42.50	0.50	Review email from client
10/29/2018	DAH	\$63.75	0.75	Work on case map
10/29/2018	DAH	\$106.25	1.25	Meeting with client
10/29/2018	JEC	\$105.00	0.35	Review status of time line
10/29/2018	DAH	\$21.25	0.25	Phone call with client
10/29/2018	JECE	\$0.50	1.00	Photocopy Expense
10/29/2018	JECE	\$36.00	9.00	Email from client Email to client
10/30/2018	DAH	\$42.50	0.50	Organize File
10/30/2018	DAH	\$170.00	2.00	Work on case map
10/30/2018	DAH	\$21.25	0.25	Email with Client
10/30/2018	JECE	\$8.00	2.00	Email to client
10/30/2018	JECE	\$4.00	1.00	Email from client
10/30/2018	JECE	\$4.00	1.00	Email to court
10/30/2018	JEC	\$105.00	0.35	Attempt to reach O.A review docket on Adult Abuse
10/31/2018	JECE	\$4.00	1.00	Email from court
10/31/2018	DAH	\$21.25	0.25	Revise Golden Rule letter
10/31/2018	DAH	\$297.50	3.50	Work on case map
10/31/2018	DAH	\$63.75	0.75	Meeting with client
10/31/2018	JEC	\$525.00	1.75	Review order emails with O.A emails from client email to Judge review discovery issues
10/31/2018	JECE	\$7.00	7.00	Color Photo Copies
10/31/2018	JECE	\$0.50	1.00	Photocopy Expense
10/31/2018	DAH	\$21.25	0.25	Email with Client
10/31/2018	DAH	\$85.00	1.00	Review documents - discovery
10/31/2018	JECE	\$3.00	1.00	Office long distance charges
10/31/2018	JECE	\$4.00	1.00	Transmittal Letter
10/31/2018	JECE	\$20.00	5.00	Email to client Email to Judge Gilley Email to attorney Christy
10/31/2018	JECE	\$12.00	3.00	Email from attorney Christy Email from client
10/31/2018	JECE	\$16.00	4.00	Email from client Email to client
11/01/2018	JECE	\$12.00	3.00	Email from client
11/01/2018	JECE	\$1.00	2.00	Photocopy Expense
11/01/2018	JEC	\$900.00	3.00	Meeting with client Letter to client
11/01/2018	DAH	\$21.25	0.25	Work on case map
11/01/2018	JECE	\$4.00	1.00	Transmittal Letter

8:42AM  
5/27/2021

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/01/2018				
11/01/2018	DAH	\$191.25	2.25	Meeting with client
11/01/2018	DAH	\$42.50	0.50	Update file with discovery documents
11/02/2018	JEC	\$150.00	0.50	Review docket sheet review order for appraisals
11/02/2018	DAH	\$85.00	1.00	Work on case map
11/02/2018	JECE	\$2.00	4.00	Photocopy Expense
11/02/2018	JECE	\$16.00	4.00	Email to client
11/02/2018	JECE	\$12.00	3.00	Email from client
11/02/2018	JECE	\$4.00	1.00	Email from court
11/02/2018	DAH	\$42.50	0.50	Email with Client
11/05/2018	JECE	\$16.00	4.00	Email to client
11/05/2018	JECE	\$28.00	7.00	Email from client
11/05/2018	JECE	\$4.00	1.00	Email from court
11/05/2018	DAH	\$85.00	1.00	Email with Client - MULTIPLE
11/05/2018	DAH	\$63.75	0.75	Meeting with client
11/05/2018	DAH	\$106.25	1.25	Preparation of pleadings - Subpoena - 3
11/05/2018	JECE	\$8.00	2.00	Transmittal Letter
11/05/2018	JEC	\$450.00	1.50	Meeting with client emails with Opposing Atty Research amended Adult Abuse
11/05/2018	JECE	\$4.00	1.00	Email from attorney Christy
11/05/2018	JECE	\$8.00	2.00	Email to attorney Christy
11/06/2018	JECE	\$4.00	1.00	Transmittal Letter
11/06/2018	DAH	\$42.50	0.50	Email with Client
11/06/2018	DAH	\$42.50	0.50	Review email and documents from Jay Harms
11/06/2018	JECE	\$3.00	1.00	Long distance charges-660 area
11/06/2018	JEC	\$750.00	2.50	Attempt to reach O.A. conference with client conference with Judge K. argued motion to amend review adult abuse petition email with O.A. review docket sheet
11/06/2018	JECE	\$4.00	1.00	Email to client
11/06/2018	JECE	\$8.00	2.00	Email from attorney Harms Email from client
11/06/2018	JECE	\$4.00	1.00	Email from court
11/07/2018	JECE	\$2.00	2.00	Color Photo Copies
11/07/2018	JEC	\$450.00	1.50	Email from O.A. review amended petition arguments before Judge
11/07/2018	JECE	\$8.00	2.00	Transmittal Letter
11/07/2018	JECE	\$4.00	1.00	Email to attorney Christy
11/07/2018	JECE	\$8.00	2.00	Email from attorney Christy
11/07/2018	JECE	\$4.00	1.00	Email from client
11/08/2018	JECE	\$8.00	2.00	Email from client
11/08/2018	JECE	\$4.00	1.00	Email from court
11/08/2018	JEC	\$800.00	3.00	Trial Preparation attend hearing
11/08/2018	DAH	\$212.50	2.50	Court Appearance
11/13/2018	JECE	\$4.00	1.00	Email from court
11/14/2018	JEC	\$105.00	0.35	Review entry of appearance by O.A.
11/15/2018	JECE	\$4.00	1.00	Transmittal Letter
11/15/2018	DAH	\$21.25	0.25	File status review
11/19/2018	JECE	\$4.00	1.00	Email to Judge Gilley

8:42AM  
5/27/2021

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/19/2018	DAH	\$21.25	0.25	Prepare email to Judge Gilley
11/19/2018	JECE	\$3.00	1.00	Office long distance charges
11/19/2018	DAH	\$42.50	0.50	Phone call with client and conference with attorney
11/19/2018	JEC	\$105.00	0.35	Email to Judge Gilley review appearance schedule
11/20/2018	JECE	\$4.00	1.00	Email from court
11/21/2018	JECE	\$4.00	1.00	Transmittal Letter
11/21/2018	DAH	\$42.50	0.50	Revise letter to Attorney Saab
11/21/2018	JEC	\$105.00	0.35	Revise letter to new attorney
11/21/2018	JECE	\$4.00	1.00	Email to attorney Saab
11/21/2018	DAH	\$21.25	0.25	Email with Opposing Attorney
11/29/2018	JEC	\$105.00	0.35	Review opposing entry of appearance
11/29/2018	JECE	\$8.00	2.00	Email from court
12/03/2018	DAH	\$21.25	0.25	File status review
12/03/2018	JECE	\$34.02	1.00	Westlaw Research Charges
12/05/2018	JECE	\$4.00	1.00	Email from attorney Saab
12/05/2018	JECE	\$4.00	1.00	Email from court
12/05/2018	JEC	\$105.00	0.35	Review emails from opposing attorney
12/06/2018	JECE	\$4.00	1.00	Email from court
12/07/2018	JEC	\$105.00	0.35	Review adult abuse
12/07/2018	DAH	\$42.50	0.50	Preparation of pleadings - Motion to Compel
12/10/2018	JEC	\$105.00	0.35	Review email from court and Hershberger
12/11/2018	JECE	\$4.00	1.00	Email from court
12/12/2018	DAH	\$21.25	0.25	Finalize Motion to Compel and for Sanctions
12/12/2018	JEC	\$105.00	0.35	Review Opposing pleadings
12/12/2018	JECE	\$4.00	1.00	Email from court
12/13/2018	JEC	\$105.00	0.35	Review status
12/13/2018	DAH	\$21.25	0.25	Phone call with client
12/13/2018	JECE	\$4.00	1.00	Transmittal Letter
12/13/2018	DAH	\$21.25	0.25	Conference with Attorney
12/14/2018	DAH	\$21.25	0.25	Review documents - discovery
12/19/2018	JEC	\$600.00	2.00	Meeting with client
12/19/2018	JECE	\$4.00	1.00	Email from client
12/19/2018	DAH	\$297.50	3.50	Work on case map
12/19/2018	DAH	\$255.00	3.00	Meeting with client
12/20/2018	DAH	\$21.25	0.25	Email with Client
12/20/2018	DAH	\$255.00	3.00	Work on case map
12/20/2018	DLS	\$112.50	0.50	Review stipulation
12/20/2018	JECE	\$4.00	1.00	Email to attorney Saab
12/20/2018	JECE	\$4.00	1.00	Email to client
12/20/2018	JECE	\$4.00	1.00	Email from client
12/20/2018	DAH	\$21.25	0.25	Email with Opposing Attorney
12/20/2018	DAH	\$21.25	0.25	Prepare - Spreadsheets
12/21/2018	DAH	\$42.50	0.50	Review email from client - Multiple
12/21/2018	JECE	\$8.00	2.00	Email to client
12/21/2018	JECE	\$18.00	4.00	Email from client
12/28/2018	JEC	\$105.00	0.35	Review status
1/02/2019	JEC	\$30.00	0.10	Review file
1/04/2019	DAH	\$42.50	0.50	Revise Pleading per Mr. Curran
1/04/2019	DAH	\$191.25	2.25	Work on case map and spreadsheets
1/05/2019	JECE	\$8.00	2.00	Email to client

8:42AM  
5/27/2021

## History Report

## Case: Hersherberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/07/2019	DAH	\$42.50	0.50	Phone call with client - multiple
1/07/2019	DAH	\$21.25	0.25	Email with Client
1/07/2019	DAH	\$63.75	0.75	Finalize and File Motion to Compel and For Sanctions with Court.
1/07/2019	JECE	\$8.00	2.00	Email to client
1/07/2019	JECE	\$4.00	1.00	Email from client
1/07/2019	BNB	\$50.00	0.25	Review motion to compel
1/08/2019	DAH	\$85.00	1.00	Deposition Preparation
1/08/2019	JECE	\$8.00	2.00	Email to atty Saab Email to court reporter
1/08/2019	JECE	\$12.00	3.00	Email from court reporter Email from client
1/08/2019	DAH	\$106.25	1.25	Meeting with client
1/10/2019	JEC	\$105.00	0.35	Conference with opposing attorney
1/11/2019	JECE	\$4.00	1.00	Email to client
1/11/2019	DAH	\$21.25	0.25	Email to client
1/11/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
1/14/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
1/14/2019	DAH	\$21.25	0.25	Phone call with opposing attorney
1/14/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
1/14/2019	DAH	\$21.25	0.25	File status review
1/15/2019	DAH	\$21.25	0.25	Order O&E report
1/15/2019	DAH	\$21.25	0.25	Conference with Attorney
1/15/2019	JECE	\$8.00	2.00	Email to title co Email to client
1/16/2019	JEC	\$30.00	0.10	Review file
1/16/2019	JEC	\$105.00	0.35	Review request for appraisals
1/16/2019	DAH	\$21.25	0.25	Review email from opposing attorneys office
1/16/2019	JECE	\$4.00	1.00	Email from attorney Saab's ofc
1/16/2019	JECE	\$4.00	1.00	Email from court
1/17/2019	JEC	\$105.00	0.35	Review status
1/17/2019	DAH	\$21.25	0.25	Conference with Attorney
1/18/2019	JECE	\$4.00	1.00	Email from court
1/18/2019	JECE	\$4.00	1.00	Transmittal Letter
1/18/2019	DAH	\$21.25	0.25	Review email from client
1/19/2019	JECE	\$4.00	1.00	Email from client
1/21/2019	JECE	\$4.00	1.00	Transmittal Letter
1/21/2019	DAH	\$21.25	0.25	Review email from client
1/21/2019	JECE	\$16.00	4.00	Email to title co Email to client
1/21/2019	JECE	\$24.00	6.00	Email from title co. Email from client
1/22/2019	JECE	\$4.00	1.00	Email from court
1/22/2019	JECE	\$1,100.00	4.00	O & E Reports (4 different properties)
1/22/2019	DAH	\$63.75	0.75	Email with Opposing Attorney - Multiple
1/22/2019	DAH	\$63.75	0.75	Email with Client - multiple
1/22/2019	JEC	\$105.00	0.35	Review records of depositions status
1/22/2019	DAH	\$21.25	0.25	Email to Court Reporter to cancel deposition
1/22/2019	JECE	\$4.00	1.00	Email from attorney Saab
1/22/2019	JECE	\$32.00	8.00	Email to attorney Saab Email to client Email to court reporter
1/22/2019	JECE	\$20.00	5.00	Email from court reporter Email from client Email from attorney Saab

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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/22/2019				
1/23/2019	JEC	\$105.00	0.35	Review discovery
1/23/2019	JECE	\$4.00	1.00	Email from court
1/24/2019	JECE	\$4.00	1.00	Transmittal Letter
1/24/2019	JEC	\$225.00	0.75	Court Appearance
1/25/2019	JECE	\$4.00	1.00	Email from court
1/28/2019	JECE	\$36.00	9.00	Email from attorney Saab Email from client
1/28/2019	JECE	\$12.00	3.00	Email to attorney Saab Email to client
1/28/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
1/28/2019	DAH	\$63.75	0.75	Email with Client - Multiple
1/28/2019	DAH	\$21.25	0.25	Phone call with CBOLO
1/28/2019	JECE	\$4.00	1.00	Transmittal Letter
1/28/2019	JEC	\$105.00	0.35	Review appraisal schedule
1/28/2019	JECE	\$4.00	1.00	Email from attorney Saab
1/29/2019	DAH	\$21.25	0.25	Review email from client
1/29/2019	DAH	\$21.25	0.25	Phone call with client
1/29/2019	JEC	\$30.00	0.10	Review file
1/29/2019	JECE	\$1,029.00	1.00	Advance to CBOLO
1/29/2019	JECE	\$20.00	5.00	Email to client Email to attorney Saab
1/29/2019	JECE	\$8.00	2.00	Email from client
1/29/2019	DAH	\$21.25	0.25	Email to client with documents
1/30/2019	DAH	\$127.50	1.50	Meeting with client
1/30/2019	JECE	\$8.00	2.00	Email to client
1/30/2019	JECE	\$8.00	2.00	Email from client
1/31/2019	JECE	\$4.00	1.00	Email to client
1/31/2019	JECE	\$4.00	1.00	Email from client
2/01/2019	DAH	\$21.25	0.25	Phone call with client
2/05/2019	JECE	\$4.00	1.00	Email from client
2/15/2019	JEC	\$30.00	0.10	Review of file
2/19/2019	DAH	\$85.00	1.00	Work on Spreadsheets
2/27/2019	JECE	\$4.00	1.00	Email from client
2/27/2019	DAH	\$21.25	0.25	Phone call with client
2/27/2019	JECE	\$4.00	1.00	Email to client
3/20/2019	JEC	\$105.00	0.35	Email w/ opposing atty
3/20/2019	DAH	\$63.75	0.75	Meeting with client
3/20/2019	JECE	\$4.00	1.00	Email to attorney Saab
3/20/2019	JECE	\$8.00	2.00	Email from attorney Saab
3/21/2019	JEC	\$105.00	0.35	Email to client
3/21/2019	JECE	\$4.00	1.00	Email to client
3/22/2019	JECE	\$8.00	2.00	Transmittal Letter
3/25/2019	JEC	\$150.00	0.50	Emails from opposing attorney and client
3/25/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
3/25/2019	JECE	\$4.00	1.00	Email to client
3/26/2019	JECE	\$4.00	1.00	Email from client
3/26/2019	DAH	\$85.00	1.00	Meeting with client
3/27/2019	JEC	\$750.00	2.50	Trial Preparation
3/27/2019	JECE	\$25.00	1.00	Advance to Evan Meyer
3/27/2019	JECE	\$25.00	1.00	Advance to Sam Maag
3/27/2019	JECE	\$64.00	64.00	Color Photo Copies



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5/27/2021**History Report****Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
3/27/2019	JECE	\$30.00	60.00	Photocopy Expense
3/28/2019	JEC	\$30.00	0.10	Review file
4/02/2019	DAH	\$85.00	1.00	Preparation of pleadings and review documents
4/02/2019	BNB	\$150.00	0.75	Revise revise motion for leave to file first amended petition
4/16/2019	JECE	\$4.00	1.00	Email to from court
4/17/2019	JEC	\$105.00	0.35	Review motions filed by opposing attorney
4/17/2019	JECE	\$4.00	1.00	Email from court
4/18/2019	JECE	\$4.00	1.00	Transmittal Letter
4/23/2019	JEC	\$105.00	0.35	Conference with opposing attorney
4/24/2019	JEC	\$225.00	0.75	Travel to Camden Court appearance
4/24/2019	JECE	\$8.00	2.00	Email from court
4/25/2019	JECE	\$4.00	1.00	Email from court
4/25/2019	JECE	\$4.00	1.00	Transmittal Letter
4/26/2019	JECE	\$4.00	1.00	Transmittal Letter
5/01/2019	BNB	\$200.00	1.00	Court Appearance
5/01/2019	BNB	\$50.00	0.25	Review docket
5/01/2019	BNB	\$50.00	0.25	Meeting with Diana re scheduling order
5/01/2019	DAH	\$21.25	0.25	Conference with Attorney
5/01/2019	DAH	\$21.25	0.25	File status review
5/02/2019	DAH	\$21.25	0.25	Trial Preparation - scheduling order
5/02/2019	JEC	\$105.00	0.35	Review status of scheduling order
5/03/2019	JECE	\$4.00	1.00	Email from court
5/06/2019	JECE	\$4.00	1.00	Transmittal Letter
5/09/2019	JEC	\$30.00	0.10	Review file
5/11/2019	JEC	\$105.00	0.35	Review scheduling order vst with paralegal
5/11/2019	JECE	\$4.00	1.00	Email to client
5/11/2019	DAH	\$21.25	0.25	File pleading with the Court
5/14/2019	JEC	\$105.00	0.35	Conference with opposing attorney
5/20/2019	JEC	\$30.00	0.10	Review file
5/30/2019	JEC	\$105.00	0.35	Conference with opposing attorney
5/31/2019	JECE	\$4.00	1.00	Email from client
6/04/2019	JECE	\$8.00	2.00	Email from client
6/04/2019	DAH	\$63.75	0.75	Meeting with client
6/04/2019	DAH	\$21.25	0.25	Review email from client
6/06/2019	DAH	\$21.25	0.25	Phone call with Brenda Bader
6/06/2019	JECE	\$6.00	2.00	Office long distance charges
6/06/2019	DAH	\$85.00	1.00	Work on case map
6/06/2019	DAH	\$170.00	2.00	Trial Preparation - review discovery documents
6/06/2019	JEC	\$300.00	1.00	Work on numbers and checks
6/07/2019	JEC	\$105.00	0.35	Conference with court clerk
6/07/2019	DAH	\$85.00	1.00	Work on case map
6/08/2019	JECE	\$4.00	1.00	Email to court clerk
6/08/2019	JECE	\$4.00	1.00	Email from court clerk
6/10/2019	JEC	\$300.00	1.00	Meeting with client review
6/10/2019	DAH	\$127.50	1.50	Meeting with client
6/10/2019	JECE	\$4.00	1.00	Email from client
6/10/2019	JECE	\$8.00	2.00	Email from court
6/11/2019	JEC	\$105.00	0.35	Review opposing attorney scheduling order letter to court clerk
6/11/2019	JECE	\$4.00	1.00	Email to court clerk



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**Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
6/11/2019				
6/11/2019	JECE	\$4.00	1.00	Transmittal Letter
6/11/2019	DAH	\$108.25	1.25	Meeting with client
6/12/2019	JEC	\$30.00	0.10	Review case Status
6/13/2019	DAH	\$21.25	0.25	Phone call with client
6/18/2019	JECE	\$8.00	2.00	Email from client
6/18/2019	JECE	\$4.00	1.00	Email to client
6/18/2019	JEC	\$450.00	1.50	Meeting with client
6/18/2019	DAH	\$212.50	2.50	Meeting with client
6/19/2019	DAH	\$21.25	0.25	Prepare Subpoena to US Post Office
6/19/2019	DAH	\$255.00	3.00	Work on case map
6/19/2019	JECE	\$4.00	1.00	Email to client
6/19/2019	DAH	\$21.25	0.25	Phone call with client
6/19/2019	DAH	\$21.25	0.25	Phone call with Post Office re subpoena
6/20/2019	JECE	\$4.00	1.00	Email from client
6/20/2019	JECE	\$4.00	1.00	Email from court
6/21/2019	JEC	\$105.00	0.35	Email from court clerk
6/22/2019	JECE	\$4.00	1.00	Email from court clerk
6/22/2019	JECE	\$4.00	1.00	Email to client
6/22/2019	JECE	\$4.00	1.00	Email to court clerk
6/25/2019	JECE	\$4.00	1.00	Email from court
6/26/2019	JECE	\$4.00	1.00	Transmittal Letter
6/26/2019	JEC	\$105.00	0.35	Review Saabs available dates
6/26/2019	JECE	\$8.00	2.00	Email to client
				Email to court reporter
6/26/2019	JECE	\$4.00	1.00	Email from court reporter
6/26/2019	DAH	\$63.75	0.75	Deposition Preparation - Post Office
6/27/2019	DAH	\$85.00	1.00	Phone call with client
6/27/2019	DAH	\$63.75	0.75	Interview witness at Home Depot - Patty Faught
6/27/2019	JECE	\$4.00	1.00	Email to court reporter
6/27/2019	JECE	\$4.00	1.00	Email from court reporter
6/27/2019	JECE	\$35.00	1.00	Service of Subpoena on Post office
6/28/2019	DAH	\$21.25	0.25	Conference with Attorney
6/28/2019	JECE	\$4.00	1.00	Email to attorney Saab
6/28/2019	JECE	\$4.00	1.00	Email from court
6/28/2019	JEC	\$225.00	0.75	Conference with clerk of court
				review docket entry
				review client's spreadsheets
6/28/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
6/29/2019	JEC	\$105.00	0.35	Review scheduling order
7/01/2019	JECE	\$4.00	1.00	Transmittal Letter
7/02/2019	MDM	\$42.50	0.50	Letter to client re pretrial and trial
				Docket deadlines
7/08/2019	JEC	\$105.00	0.35	Review postmaster status
7/09/2019	JECE	\$8.00	2.00	Email from client
7/10/2019	JECE	\$4.00	1.00	Email from client
7/10/2019	JECE	\$4.00	1.00	Email to client
7/11/2019	DAH	\$21.25	0.25	Review email from client
7/15/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
7/15/2019	DAH	\$85.00	1.00	Work on case map
7/15/2019	JECE	\$4.00	1.00	Email to atty Joe Saab
7/15/2019	DAH	\$42.50	0.50	Deposition Preparation - documents Post Office
7/15/2019	JEC	\$105.00	0.35	Conference with opposing attorney
				review P.O records

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## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
7/15/2019				
7/15/2019	DAH	\$21.25	0.25	Phone call with US Post Office
7/19/2019	DAH	\$42.50	0.50	Preparation of pleadings - file with court
7/31/2019	JEC	\$105.00	0.35	Letter to opposing attorney
7/31/2019	JECE	\$4.00	1.00	Email from atty Saab
7/31/2019	JECE	\$4.00	1.00	Email from court
8/01/2019	JECE	\$4.00	1.00	Transmittal Letter
8/02/2019	RLW	\$21.25	0.25	Received and reviewed notice of court entry with COM of Respondent's First Supplemental Answers to Petitioner's 1st Rgs and 2nd Supplemental Responses to Petitioner's 1st RFP.
8/02/2019	JECE	\$4.00	1.00	Email from court
8/02/2019	JEC	\$105.00	0.35	Review case management order
8/02/2019	DAH	\$42.50	0.50	Preparation of pleadings - Motion to Extend Scheduling Order
8/02/2019	JECE	\$4.00	1.00	Transmittal Letter
8/06/2019	DAH	\$42.50	0.50	Preparation of pleadings
8/08/2019	JECE	\$4.00	1.00	Email from court
8/08/2019	DAH	\$42.50	0.50	Finalize and file with Court Motion to Extend Scheduling Order
8/08/2019	DAH	\$21.25	0.25	Email with Client
8/08/2019	JEC	\$225.00	0.75	Review & preparation of notice & motion
8/08/2019	JECE	\$4.00	1.00	Email to client
8/09/2019	JECE	\$4.00	1.00	Transmittal Letter
8/21/2019	DAH	\$21.25	0.25	Phone call with client
8/21/2019	DAH	\$42.50	0.50	Prepare for Hearing
8/21/2019	JECE	\$4.00	4.00	Color Photo Copies
8/22/2019	JEC	\$300.00	1.00	Court Appearance
8/22/2019	DAH	\$21.25	0.25	File status review
8/23/2019	JECE	\$4.00	1.00	Email from court
8/23/2019	JEC	\$30.00	0.10	Review of file
8/26/2019	JECE	\$4.00	1.00	Transmittal Letter
8/26/2019	MDM	\$21.25	0.25	Email to client
9/05/2019	DAH	\$21.25	0.25	File status review
9/10/2019	DAH	\$127.50	1.50	Trial Preparation
9/10/2019	JEC	\$105.00	0.35	Review cases
9/10/2019	DAH	\$85.00	1.00	Trial Preparation
9/11/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
9/11/2019	DAH	\$340.00	4.00	Research and review for deposition - depo questions
9/11/2019	JECE	\$12.00	3.00	Email to attorney Saab Email to client
9/11/2019	JEC	\$225.00	0.75	Review status of discovery Conference with opposing atty
9/11/2019	JECE	\$4.00	1.00	Email from client
9/11/2019	DAH	\$21.25	0.25	Conference with Attorney
9/12/2019	DAH	\$42.50	0.50	Deposition Preparation
9/12/2019	JEC	\$105.00	0.35	Email to opposing atty
9/12/2019	JECE	\$4.00	1.00	Email to attorney Saab
9/16/2019	DAH	\$21.25	0.25	Email with Client
9/16/2019	JECE	\$4.00	1.00	Email from attorney Saab
9/16/2019	JECE	\$4.00	1.00	Email to client
9/16/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
9/16/2019	JECE	\$4.00	1.00	Transmittal Letter
9/16/2019	JEC	\$105.00	0.35	Email from opposing atty
9/16/2019	JECE	\$4.00	1.00	Email to atty Saab
9/19/2019	DAH	\$21.25	0.25	Review email from client

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## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
9/19/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
9/19/2019	JECE	\$4.00	1.00	Email to client
9/19/2019	JECE	\$4.00	1.00	Transmittal Letter
9/20/2019	JECE	\$4.00	1.00	Email from court reporter
9/20/2019	DAH	\$21.25	0.25	Review email from Court
9/20/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
9/20/2019	JEC	\$105.00	0.35	Review depo notices
9/20/2019	DAH	\$170.00	2.00	Preparation of pleadings - Notices for Depositions
9/20/2019	JECE	\$12.00	3.00	Email to Attorney Saab Email to court reporter
9/21/2019	JEC	\$105.00	0.35	Review depo notice
9/23/2019	JECE	\$4.00	1.00	Email to attorney Saab
9/23/2019	JECE	\$20.00	5.00	Email from Lisa Angell
9/23/2019	DAH	\$63.75	0.75	Research on tax law and emails with accountant
9/23/2019	DAH	\$85.00	1.00	Deposition Preparation - questions
9/23/2019	DAH	\$85.00	1.00	Preparation of pleadings - Amended Notice of Deposition
9/23/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
9/23/2019	JECE	\$16.00	4.00	Email to Lisa Angell
9/24/2019	JEC	\$30.00	0.10	Review of file
9/24/2019	DAH	\$21.25	0.25	Review email from Court
9/25/2019	DAH	\$42.50	0.50	File status review and casemap work
9/30/2019	DAH	\$21.25	0.25	Work on case map
10/03/2019	JECE	\$8.00	2.00	Email from client
10/03/2019	JECE	\$4.00	1.00	Email to court reporter
10/04/2019	JECE	\$4.00	1.00	Transmittal Letter
10/07/2019	JEC	\$105.00	0.35	Memo to paralegal Review
10/15/2019	JECE	\$4.00	1.00	Email to client
10/15/2019	DAH	\$21.25	0.25	Review email from Court
10/15/2019	DAH	\$42.50	0.50	Preparation of pleadings - Supplement to Interrogatories
10/15/2019	DAH	\$21.25	0.25	Email to client
10/15/2019	JECE	\$4.00	1.00	Email from court
10/15/2019	JEC	\$30.00	0.10	Review case status
10/15/2019	JECE	\$4.00	1.00	Email from attorney Saab
10/16/2019	JECE	\$4.00	1.00	Email to court reporter
10/16/2019	JECE	\$12.00	3.00	Email from client Email from court reporter
10/16/2019	JECE	\$4.00	1.00	Email from court
10/16/2019	DAH	\$106.25	1.25	Deposition Preparation
10/16/2019	DAH	\$21.25	0.25	Email with Court Reporter
10/16/2019	DAH	\$21.25	0.25	Email with Client
10/17/2019	JECE	\$8.00	2.00	Transmittal Letter
10/17/2019	JECE	\$4.00	1.00	Email to attorney Saab
10/17/2019	DAH	\$21.25	0.25	Review email from Court
10/17/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
10/18/2019	DAH	\$21.25	0.25	Phone call with client
10/18/2019	JEC	\$150.00	0.50	Email from opposing atty Review worker lists
10/18/2019	JECE	\$3.00	3.00	Color Photo Copies
10/18/2019	JECE	\$1.00	2.00	Photocopy Expense
10/18/2019	DAH	\$488.75	5.75	Deposition Preparation
10/18/2019	JECE	\$4.00	1.00	Email from attorney Saab

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## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/18/2019	JECE	\$4.00	1.00	Email to client
10/19/2019	DAH	\$276.25	3.25	Deposition Preparation
10/19/2019	DAH	\$21.25	0.25	Phone call with client
10/19/2019	JEC	\$1,500.00	5.00	Deposition Preparation Conference with client
10/21/2019	JECE	\$4.00	1.00	Transmittal Letter
10/21/2019	JECE	\$4.00	1.00	Email from client
10/21/2019	JECE	\$30.00	1.00	Advance to Menards
10/21/2019	JECE	\$30.00	1.00	Advance to Home Depot
10/21/2019	DAH	\$21.25	0.25	Phone call with Boone County Circuit Clerk.
10/21/2019	DAH	\$403.75	4.75	Trial Preparation
10/21/2019	DAH	\$42.50	0.50	Email with Opposing Attorney and letter
10/21/2019	DAH	\$21.25	0.25	Review email from client
10/21/2019	JEC	\$150.00	0.50	Deposition Preparation Review accountant's records
10/21/2019	DAH	\$21.25	0.25	Phone call with client
10/21/2019	JECE	\$24.00	6.00	Email to attorney Saab Email to client Email to court reporter
10/22/2019	JECE	\$8.00	2.00	Email from attorney Saab
10/22/2019	JECE	\$20.00	5.00	Email to attorney Saab Email to client
10/22/2019	JECE	\$24.00	6.00	Email from client Email from attorney Saab
10/22/2019	JECE	\$4.00	1.00	Transmittal Letter
10/22/2019	DAH	\$340.00	4.00	Trial Preparation
10/22/2019	JEC	\$150.00	0.50	Review docket entries Multiple emails from opposing atty Instructions to paralegal
10/23/2019	JECE	\$4.00	1.00	Email from attorney Saab
10/23/2019	JECE	\$38.00	1.00	Advance to Brenda Bader
10/23/2019	JECE	\$8.00	2.00	Email to client
10/23/2019	JECE	\$4.00	1.00	Email from client
10/23/2019	JECE	\$8.00	2.00	Email from court
10/23/2019	JECE	\$4.00	1.00	Transmittal Letter
10/23/2019	JEC	\$150.00	0.50	Deposition Preparation Review new discovery
10/23/2019	JECE	\$70.00	2.00	Service of two subpoenas
10/23/2019	DAH	\$85.00	1.00	Email with Client
10/23/2019	DAH	\$255.00	3.00	Work on case map
10/24/2019	JECE	\$8.00	2.00	Email from court
10/24/2019	JECE	\$8.00	2.00	Transmittal Letter
10/24/2019	JEC	\$1,950.00	6.50	Prepare for deposition
10/24/2019	JEC	\$225.00	0.75	Review tax return
10/24/2019	JECE	\$1.50	3.00	Photocopy Expense
10/24/2019	DAH	\$425.00	5.00	Deposition Preparation
10/24/2019	MLH	\$250.00	1.25	Research on marital distribution of separate property
10/24/2019	DAH	\$382.50	4.50	Meeting with client
10/24/2019	JECE	\$8.00	2.00	Email from atty Saab Email from CCCR
10/24/2019	JECE	\$12.00	3.00	Email to CCCR Email to Home Depot Email to client
10/24/2019	JECE	\$20.00	5.00	Email from client Email from Jacob Hershberger Email from CCCR

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## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/24/2019				Email from Home Depot
10/25/2019	JECE	\$8.00	2.00	Transmittal Letter
10/25/2019	MDM	\$510.00	6.00	Depo preparation video deposition of Jacob Hershberger
10/25/2019	JEC	\$3,450.00	11.50	Deposition Preparation Attend depositions Meeting with client Letter to opposing attorney
10/25/2019	DAH	\$680.00	8.00	Deposition Preparation and attendance
10/26/2019	JEC	\$105.00	0.35	Review depo questions
10/26/2019	JECE	\$4.00	1.00	Email to client
10/26/2019	JECE	\$8.00	2.00	Email from court
10/26/2019	JECE	\$5.00	10.00	Photocopy Expense
10/28/2019	JECE	\$4.00	1.00	Transmittal Letter
10/28/2019	JECE	\$8.00	2.00	Email to attorney Saab Email to client
10/28/2019	JECE	\$4.00	1.00	Email to client
10/28/2019	JECE	\$12.00	3.00	Email from Vonda Duncan Email from client
10/28/2019	JECE	\$4.00	1.00	Email from court
10/28/2019	JEC	\$150.00	0.50	Emails with opposing atty Emails with client
10/28/2019	DAH	\$85.00	1.00	Organize File to produce exhibits of deposition
10/28/2019	DAH	\$21.25	0.25	Phone call with client
10/28/2019	MDM	\$63.75	0.75	Upload video depo to computer-link to TM Email copy to attorney Saab
10/28/2019	DAH	\$21.25	0.25	Review email from Court
10/28/2019	DAH	\$21.25	0.25	Review emails from opposing attorney
10/28/2019	DAH	\$21.25	0.25	Phone call with Central Bank
10/29/2019	JECE	\$12.00	3.00	Email to client Email to court reporter
10/29/2019	JECE	\$16.00	4.00	Email from client Email from court reporter
10/29/2019	JEC	\$105.00	0.35	Review email Instructions to paralegal
10/29/2019	JECE	\$4.00	1.00	Transmittal Letter
10/29/2019	JECE	\$4.00	1.00	Email from Alex Meyers
10/30/2019	DAH	\$63.75	0.75	Attempt to contact Home Depot
10/30/2019	JECE	\$4.00	1.00	Email to atty Joe Saab
10/30/2019	JECE	\$8.00	2.00	Email from CCCR
10/30/2019	JEC	\$150.00	0.50	Email from opposing atty Emails from Home Depot
10/30/2019	JECE	\$16.00	4.00	Email to client Email to CCCR Email to Brenda Bader
10/30/2019	JECE	\$112.00	28.00	Email from client Emails from Brenda Bader Emails from CCCR Email from atty Saab
10/30/2019	JECE	\$4.00	1.00	Transmittal Letter
10/31/2019	JECE	\$4.00	1.00	Transmittal Letter
10/31/2019	JECE	\$4.00	1.00	Email to court reporter
10/31/2019	DAH	\$21.25	0.25	Email with court reporter for Home Depot
10/31/2019	JECE	\$4.00	1.00	Email to court reporter
10/31/2019	JECE	\$12.00	3.00	Email from client Email from court reporter



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## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/31/2019				
10/31/2019	JEC	\$105.00	0.35	Research
10/31/2019	JEC	\$300.00	1.00	Review documents Attend Home Depot deposition Emails with Court reporter Email from court reporter
10/31/2019	RLW	\$42.50	0.50	Conference with Attorney Curran regarding records deposition checklist; research information; conference with attorney Smith - provide Business records affidavit.
10/31/2019	JECE	\$5.00	5.00	Color Photo Copies
10/31/2019	DLS	\$125.00	0.50	Review notice to take depo prepare for business records depo
11/01/2019	JECE	\$8.00	2.00	Email to client Email to attorney Saab
11/01/2019	JECE	\$4.00	1.00	Email from court reporter
11/01/2019	MLH	\$150.00	0.75	Begin reviewing depo transcript for admissions
11/01/2019	JEC	\$150.00	0.50	Email from court reporter Review status of pre-marital contributions Email to client
11/01/2019	JECE	\$0.50	1.00	Photocopy Expense
11/01/2019	JECE	\$1.00	1.00	Color Photo Copies
11/01/2019	JECE	\$84.58	1.00	Westlaw Research Charges
11/04/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
11/04/2019	MLH	\$50.00	0.25	Review: continue reviewing the depo transcript for admissions
11/04/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
11/04/2019	DAH	\$21.25	0.25	Review email from Court
11/04/2019	JEC	\$30.00	0.10	Review of file
11/04/2019	JEC	\$105.00	0.35	Review depo problem
11/04/2019	DAH	\$21.25	0.25	Phone call with client
11/05/2019	MLH	\$50.00	0.25	Draft proposed order to show cause
11/05/2019	DAH	\$42.50	0.50	Preparation of pleadings - Contempt Motion
11/05/2019	MLH	\$50.00	0.25	Prepare Notice of 11/21/19 Hearing
11/05/2019	MLH	\$100.00	0.50	Draft Motion for Contempt by Home Depot
11/05/2019	JEC	\$300.00	1.00	Research on pre-marital advances Review property statement Review contempt motion
11/05/2019	MLH	\$50.00	0.25	Email with Diana
11/05/2019	JECE	\$3.50	7.00	Photocopy Expense
11/05/2019	DAH	\$255.00	3.00	Organize File and prepare exhibits for Saab
11/05/2019	JECE	\$16.00	4.00	Email from court
11/05/2019	MLH	\$50.00	0.25	Conference with JEC
11/05/2019	MLH	\$50.00	0.25	File Motion for Contempt and Sanctions and Notice of Hearing
11/05/2019	MLH	\$50.00	0.25	Revise Notice of Hearing for Contempt Order
11/05/2019	MLH	\$100.00	0.50	Revise Motion for Contempt and Sanctions
11/05/2019	DAH	\$42.50	0.50	Review email from Court
11/06/2019	JECE	\$1.00	1.00	Color Photo Copies
11/06/2019	MLH	\$300.00	1.50	Review Respondent's depo transcript for admissions
11/06/2019	JECE	\$12.00	3.00	Email to client
11/06/2019	JECE	\$24.00	6.00	Email from client
11/06/2019	JECE	\$4.00	1.00	Email from court
11/06/2019	DAH	\$42.50	0.50	Email with Client
11/06/2019	DAH	\$85.00	1.00	Phone call with client - multiple
11/06/2019	JECE	\$4.00	1.00	Transmittal Letter



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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/06/2019				
11/06/2019	MLH	\$400.00	2.00	Draft 1st Amended Petition
11/06/2019	DAH	\$255.00	3.00	Research with client to complete Amended Property Statement
11/06/2019	JEC	\$225.00	0.75	Review status of property statement and amended petition
11/06/2019	MLH	\$200.00	1.00	Revise 1st amended petition
11/06/2019	DAH	\$85.00	1.00	Trial Preparation
11/06/2019	MLH	\$100.00	0.50	Calculate money spent on Respondent pre-marriage by category
11/07/2019	JECE	\$4.00	1.00	Transmittal Letter
11/07/2019	JEC	\$150.00	0.50	Emails with opposing atty Revise schedules
11/07/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
11/07/2019	DAH	\$21.25	0.25	Phone call with opposing attorney's office
11/07/2019	DAH	\$276.25	3.25	Trial Preparation
11/07/2019	DAH	\$63.75	0.75	Email with Client - multiple
11/07/2019	DAH	\$63.75	0.75	Phone call with client - multiple
11/07/2019	JECE	\$4.00	1.00	Email to attorney Saab
11/07/2019	JECE	\$16.00	4.00	Email from attorney Saab Email from client
11/07/2019	JECE	\$24.00	6.00	Email to attorney Saab Email to client
11/07/2019	DAH	\$42.50	0.50	Update Property Division Worksheet on case
11/07/2019	DAH	\$85.00	1.00	Prepare responses to Respondent 2nd RFP, serve upon opposing attorney file COM
11/08/2019	DAH	\$21.25	0.25	Review email from Court
11/08/2019	JECE	\$4.00	1.00	Transmittal Letter
11/11/2019	DAH	\$21.25	0.25	Review email from Court
11/12/2019	JECE	\$8.00	2.00	Email from client
11/12/2019	JECE	\$4.00	1.00	Email from court
11/12/2019	DAH	\$42.50	0.50	Review email from client
11/12/2019	JEC	\$150.00	0.50	Review docket entries Email from opposing atty Prepare for hearing Review Amended Petition
11/12/2019	MLH	\$250.00	1.25	Revise 1st Amended Petition
11/13/2019	MLH	\$100.00	0.50	Revise and file Show Cause Order
11/13/2019	DAH	\$21.25	0.25	Review Amended Petition
11/13/2019	MLH	\$250.00	1.25	Review and revise Petitioner's 1st Amended Petition
11/13/2019	JEC	\$1,050.00	3.50	Emails from opposing atty Court appearance Meeting with client Review Amended Petition
11/13/2019	JECE	\$1.00	2.00	Photocopy Expense
11/13/2019	DAH	\$85.00	1.00	Meeting with client
11/13/2019	JECE	\$4.00	1.00	Email from atty Saab
11/13/2019	JECE	\$12.00	3.00	Email to client
11/13/2019	DAH	\$21.25	0.25	Email with Client
11/13/2019	JECE	\$8.00	2.00	Email from atty Saab Email from client
11/13/2019	JECE	\$16.00	4.00	Email from court
11/13/2019	MLH	\$100.00	0.50	Draft Judgment of Contempt
11/13/2019	DAH	\$42.50	0.50	Preparation of pleadings
11/14/2019	JECE	\$35.00	1.00	Advance to Douglas Culver
11/14/2019	DAH	\$21.25	0.25	Review email from Court

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**Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/14/2019				
11/14/2019	JECE	\$12.00	3.00	Email from court
11/14/2019	JECE	\$8.00	2.00	Transmittal Letter
11/14/2019	DAH	\$21.25	0.25	Review email from Court
11/14/2019	MLH	\$50.00	0.25	Work: service on show cause order (includes phone call to Doug Culver)
11/15/2019	JECE	\$4.00	1.00	Transmittal Letter
11/15/2019	JECE	\$4.00	1.00	Email to client
11/15/2019	DAH	\$63.75	0.75	Work on discovery responses
11/15/2019	DAH	\$21.25	0.25	Email with Client
11/18/2019	JECE	\$16.00	4.00	Email to client Email to Beth Boggs
11/18/2019	JECE	\$8.00	2.00	Email from client
11/18/2019	DAH	\$63.75	0.75	Review documents - discovery provided by Jacob Hershberger
11/18/2019	DAH	\$21.25	0.25	File status review
11/18/2019	JEC	\$225.00	0.75	Meeting with atty Boggs
11/18/2019	DAH	\$63.75	0.75	Meeting with attorney for Home Depot
11/18/2019	DAH	\$21.25	0.25	Email with Client
11/19/2019	JECE	\$4.00	1.00	Email to client
11/19/2019	JECE	\$4.00	1.00	Email from client
11/19/2019	DAH	\$21.25	0.25	Review email from client
11/20/2019	JECE	\$4.00	1.00	Email from client
11/20/2019	DAH	\$21.25	0.25	Prepare Expense report on costs of Home Depot deposition
11/20/2019	DAH	\$21.25	0.25	Phone call with client
11/20/2019	DAH	\$21.25	0.25	Review email from client
11/20/2019	JEC	\$150.00	0.50	Review motions Emails with Home Depot atty Boggs
11/20/2019	JECE	\$4.00	1.00	Email to atty Beth Boggs
11/20/2019	JECE	\$8.00	2.00	Email from atty Beth Boggs
11/21/2019	JECE	\$4.00	1.00	Transmittal Letter
11/21/2019	JEC	\$225.00	0.75	Court Appearance Conference with opposing atty
11/22/2019	JECE	\$8.00	2.00	Email from court
11/25/2019	JEC	\$105.00	0.35	Review supplemental answer
11/25/2019	DAH	\$42.50	0.50	Phone call with client
11/25/2019	JECE	\$4.00	1.00	Email to client
11/25/2019	JECE	\$4.00	1.00	Transmittal Letter
11/26/2019	DAH	\$85.00	1.00	Finalize supplemental discovery serve upon opposing attorney
11/26/2019	JECE	\$4.00	1.00	Email to atty Joe Saab
11/26/2019	JECE	\$4.00	1.00	Email from court
11/27/2019	JECE	\$12.00	3.00	Email to client
11/27/2019	DAH	\$21.25	0.25	Conference with Attorney and client by phone
11/27/2019	DAH	\$42.50	0.50	Email with Client
11/27/2019	JEC	\$30.00	0.10	Review case status
11/27/2019	JEC	\$105.00	0.35	Emails with atty Boggs
11/27/2019	JECE	\$3.00	1.00	Long distance charges - Boonville
11/27/2019	JEC	\$150.00	0.50	Conference with client Review status of discovery
11/27/2019	JECE	\$8.00	2.00	Email to Beth Boggs
11/27/2019	JECE	\$4.00	1.00	Email from Beth Boggs
12/01/2019	JECE	\$4.00	1.00	Email from Beth Boggs
12/01/2019	JECE	\$8.00	2.00	Email from client
12/02/2019	JECE	\$4.00	1.00	Transmittal Letter
12/02/2019	DAH	\$42.50	0.50	Review email from client - Multiple
12/02/2019	DAH	\$42.50	0.50	Prepare Subpoena's for Witness

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## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
12/02/2019				
12/02/2019	DAH	\$42.50	0.50	Update discovery
12/02/2019	DAH	\$42.50	0.50	Phone call with client
12/02/2019	JEC	\$150.00	0.50	Conference with paralegal Email from Home Depot attorney Review file and make sure affidavits are filed
12/02/2019	JECE	\$3.00	3.00	Color Photo Copies
12/02/2019	DAH	\$170.00	2.00	Trial Preparation
12/02/2019	JECE	\$8.00	2.00	Email from client
12/02/2019	JECE	\$8.00	2.00	Email to client
12/02/2019	JECE	\$4.00	1.00	Email from court
12/03/2019	DAH	\$21.25	0.25	Review email from Court
12/03/2019	JECE	\$12.00	12.00	Color Photo Copies
12/03/2019	JECE	\$5.00	10.00	Photocopy Expense
12/03/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
12/03/2019	JECE	\$8.00	2.00	Email to attorney Saab
12/03/2019	JECE	\$8.00	2.00	Email from court
12/03/2019	JEC	\$450.00	1.50	Court Appearance Trial preparation
12/03/2019	DAH	\$157.50	1.75	Trial Preparation
12/03/2019	MLH	\$225.00	1.00	Court Appearance: observation
12/03/2019	DAH	\$22.50	0.25	Review email from client
12/03/2019	MLH	\$150.00	0.75	Prepare for motion hearing
12/03/2019	DAH	\$22.50	0.25	Email with Opposing Attorney
12/03/2019	DAH	\$45.00	0.50	Phone call with client
12/03/2019	DAH	\$87.50	0.75	Prepare Subpoena's for service
12/03/2019	JECE	\$8.00	2.00	Transmittal Letter
12/04/2019	JEC	\$300.00	1.00	Meeting with client Review depo notice
12/04/2019	JECE	\$25.00	1.00	Advance to Anthony Scholen
12/04/2019	JECE	\$26.00	1.00	Advance to Travis Blackmon
12/04/2019	JECE	\$26.00	1.00	Advance to Keith Odell
12/04/2019	DAH	\$45.00	0.50	Email with Opposing Attorney
12/04/2019	DAH	\$112.50	1.25	Meeting with client
12/04/2019	JECE	\$12.00	3.00	Email to attorney Saab
12/04/2019	JECE	\$12.00	3.00	Email from court
12/04/2019	DAH	\$22.50	0.25	Review email from Court
12/04/2019	DAH	\$90.00	1.00	Trial Preparation
12/05/2019	DAH	\$45.00	0.50	Email with Client and research
12/05/2019	DAH	\$22.50	0.25	Phone call with client
12/05/2019	JEC	\$750.00	2.50	Trial Preparation
12/05/2019	DAH	\$270.00	3.00	Trial Preparation
12/05/2019	DAH	\$180.00	2.00	Meeting with client
12/05/2019	JECE	\$4.00	1.00	Transmittal Letter
12/06/2019	MLH	\$225.00	1.00	Prepare questions for recovery of attorney's fees in contempt motion
12/06/2019	JECE	\$2.00	2.00	Color Photo Copies
12/06/2019	JECE	\$13.50	27.00	Photocopy Expense
12/06/2019	DAH	\$45.00	0.50	Work on case map
12/06/2019	JECE	\$8.00	2.00	Email from client
12/06/2019	JECE	\$8.00	2.00	Email to client
12/06/2019	DAH	\$270.00	3.00	Trial Preparation
12/06/2019	JECE	\$4.00	1.00	Email from court
12/06/2019	JEC	\$300.00	1.00	Trial Preparation Review entry by Home Depot

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Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
12/06/2019				
12/07/2019	JECE	\$28.00	7.00	Email from court
12/07/2019	JECE	\$2.00	2.00	Color Photo Copies
12/07/2019	JECE	\$16.00	4.00	Email to attorney Saab Email to client Email to Susan Twitchell
12/07/2019	JECE	\$8.00	2.00	Email from client Email from Susan Twitchell
12/09/2019	JECE	\$16.00	4.00	Email to client
12/09/2019	JECE	\$8.00	2.00	Email from court
12/09/2019	DAH	\$45.00	0.50	Research for Trial
12/09/2019	DAH	\$22.50	0.25	File pleading with Court
12/09/2019	DAH	\$22.50	0.25	Review email from Court
12/09/2019	DAH	\$45.00	0.50	Email with Client
12/09/2019	JECE	\$8.00	2.00	Transmittal Letter
12/09/2019	JECE	\$12.00	3.00	Email from client
12/10/2019	DAH	\$90.00	1.00	Trial Preparation - Research
12/10/2019	DAH	\$22.50	0.25	Review email from client
12/10/2019	JECE	\$4.00	1.00	Transmittal Letter
12/10/2019	JECE	\$4.00	1.00	Email from attorney Saab
12/10/2019	JECE	\$4.00	1.00	Email to attorney Saab
12/10/2019	DAH	\$22.50	0.25	Phone call with client
12/11/2019	DAH	\$22.50	0.25	Email with Opposing Attorney
12/11/2019	JECE	\$4.00	1.00	Transmittal Letter
12/11/2019	JECE	\$8.00	2.00	Email from court
12/11/2019	DAH	\$22.50	0.25	Preparation of pleadings - Motion to Tax as Costs
12/11/2019	DAH	\$135.00	1.50	Trial Preparation
12/12/2019	JECE	\$4.00	1.00	Transmittal Letter
12/13/2019	MLH	\$225.00	1.00	Work on transcribing depo admissions
12/13/2019	DAH	\$22.50	0.25	Phone call with client and Rick Templemire
12/13/2019	JEC	\$105.00	0.35	Trial Preparation
12/13/2019	DAH	\$270.00	3.00	Trial Preparation - Witness questions and Exhibit
12/13/2019	DAH	\$90.00	1.00	Work on case map
12/13/2019	JECE	\$4.00	1.00	Email to client
12/13/2019	JECE	\$4.00	1.00	Email from client
12/16/2019	JEC	\$105.00	0.35	Review expert status
12/16/2019	MLH	\$225.00	1.00	Work on capturing Respondent's depo admissions
12/17/2019	JEC	\$225.00	0.75	Review opposing attorney's motion Review docket sheet Review general contractor notes
12/17/2019	DAH	\$22.50	0.25	Review email from Court
12/17/2019	JECE	\$8.00	2.00	Email from client
12/17/2019	JECE	\$12.00	3.00	Email from court
12/17/2019	MLH	\$281.25	1.25	Work on capturing Respondent's depo admissions
12/18/2019	DAH	\$45.00	0.50	Conference with Attorney
12/18/2019	JEC	\$705.00	2.35	Court Appearance Review contractor notes
12/18/2019	JECE	\$4.00	1.00	Transmittal Letter
12/18/2019	MLH	\$66.25	0.25	Finalize Respondent's depo admissions
12/18/2019	JECE	\$4.00	1.00	Email from client
12/18/2019	JECE	\$4.00	1.00	Email to client
12/18/2019	JECE	\$4.00	1.00	Email to client
12/18/2019	DAH	\$22.50	0.25	Review email from client
12/18/2019	DAH	\$22.50	0.25	Phone call with client

## History Report

**Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
12/20/2019	JEC	\$105.00	0.35	Review motion for contempt
12/20/2019	DAH	\$22.50	0.25	Review email from Court
12/21/2019	JECE	\$8.00	2.00	Email from court
12/23/2019	JEC	\$105.00	0.35	Review supplemental discovery answer
12/23/2019	JECE	\$4.00	1.00	Email from attorney Saab
12/23/2019	JECE	\$4.00	1.00	Email from client
12/23/2019	JECE	\$4.00	1.00	Transmittal Letter
12/24/2019	JECE	\$4.00	1.00	Email from court
12/24/2019	JECE	\$4.00	1.00	Transmittal Letter
12/26/2019	JECE	\$8.00	2.00	Email from court
12/26/2019	MLH	\$168.75	0.75	Review Home Depot's Response to the Show Cause Order
12/26/2019	JEC	\$105.00	0.35	Review pleadings by O.A. Review exhibits on contempt citation
12/26/2019	MLH	\$225.00	1.00	Research service of subpoena rules and caselaw
12/27/2019	JECE	\$4.00	1.00	Transmittal Letter
12/27/2019	JECE	\$4.00	1.00	Email from client
12/30/2019	JECE	\$153.00	1.00	Advance to Capital City Court Reporting
12/30/2019	JECE	\$4.00	1.00	Email to client
12/30/2019	JEC	\$150.00	0.50	Review discovery statutes Analyze length of trial
12/30/2019	JECE	\$1,013.50	1.00	Advance to Capital City Court Reporting
1/02/2020	JEC	\$105.00	0.35	Review new discovery responses
1/02/2020	DAH	\$22.50	0.25	Review documents
1/02/2020	JECE	\$8.00	2.00	Email to client
1/02/2020	DAH	\$45.00	0.50	Email with Client
1/03/2020	DAH	\$22.50	0.25	Phone call with client
1/04/2020	JECE	\$4.00	1.00	Email to client
1/06/2020	DAH	\$382.50	4.25	Trial Preparation
1/08/2020	DAH	\$135.00	1.50	Meeting with client
1/08/2020	JEC	\$105.00	0.35	Review client's responses to amended property statement
1/08/2020	JECE	\$8.00	2.00	Email from client
1/08/2020	JECE	\$12.00	3.00	Email to client
1/07/2020	DAH	\$90.00	1.00	Work on case map
1/07/2020	JEC	\$600.00	2.00	Trial Preparation
1/07/2020	DAH	\$90.00	1.00	Conference with Attorney
1/07/2020	DAH	\$180.00	2.00	Trial Preparation
1/07/2020	JECE	\$4.00	1.00	Email from client
1/07/2020	JECE	\$8.00	2.00	Email to client
1/08/2020	JECE	\$22.50	2.00	Advance to Secretary of State
1/08/2020	JEC	\$300.00	1.00	Trial Preparation
1/08/2020	DAH	\$607.50	6.75	Trial Preparation
1/08/2020	JECE	\$4.00	4.00	Color Photo Copies
1/08/2020	JECE	\$8.00	2.00	Email from client
1/08/2020	JECE	\$4.00	1.00	Email to attorney Saab
1/08/2020	JECE	\$8.00	2.00	Email from court
1/09/2020	JECE	\$4.00	1.00	Transmittal Letter
1/09/2020	JECE	\$11.25	1.00	Advance to Secretary of State
1/09/2020	JECE	\$30.00	30.00	Color Photo Copies
1/09/2020	JECE	\$8.00	16.00	Photocopy Expense
1/09/2020	JEC	\$405.00	1.35	Trial Preparation
1/09/2020	DAH	\$720.00	8.00	Trial Preparation
1/09/2020	JECE	\$8.00	2.00	Email to client
1/09/2020	JECE	\$4.00	1.00	Email from client



## History Report

### Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/10/2020	JEC	\$300.00	1.00	Trial Preparation Review docket entries
1/10/2020	DAH	\$540.00	6.00	Trial Preparation
1/10/2020	JECE	\$12.00	3.00	Email from client Email from Debi Twenter
1/10/2020	JECE	\$8.00	2.00	Email from court
1/10/2020	JECE	\$2.00	2.00	Color Photo Copies
1/13/2020	JEC	\$300.00	1.00	Trial Preparation
1/13/2020	DAH	\$360.00	4.00	Trial Preparation
1/13/2020	JECE	\$8.00	2.00	Email to client
1/13/2020	JECE	\$8.00	2.00	Email from client
1/13/2020	JECE	\$4.00	1.00	Email from court
1/13/2020	JECE	\$4.00	1.00	Transmittal Letter
1/13/2020	JECE	\$1.00	2.00	Photocopy Expense
1/14/2020	JECE	\$7.00	14.00	Photocopy Expense
1/14/2020	DAH	\$900.00	10.00	Trial Preparation
1/14/2020	MLH	\$112.50	0.50	Prepare memorandum regarding character evidence in MO Civil Cases
1/14/2020	MLH	\$225.00	1.00	Research character evidence in MO civil cases
1/14/2020	JEC	\$2,250.00	7.50	Trial Preparation
1/14/2020	JECE	\$4.00	1.00	Email to client
1/14/2020	JECE	\$16.00	4.00	Email from court
1/14/2020	JECE	\$21.25	1.00	Advance to Secretary of State
1/14/2020	MDM	\$22.50	0.25	Assist with trial prep
1/14/2020	JECE	\$7.00	7.00	Color Photo Copies
1/15/2020	JECE	\$8.00	2.00	Email from client
1/15/2020	JECE	\$4.00	1.00	Email to client
1/15/2020	JECE	\$12.00	3.00	Email from court
1/15/2020	JECE	\$4.00	1.00	Transmittal Letter
1/15/2020	JECE	\$8.00	8.00	Color Photo Copies
1/15/2020	JECE	\$50.00	100.00	Photocopy Expense
1/15/2020	JEC	\$3,600.00	12.00	Trial Preparation
1/15/2020	DAH	\$900.00	10.00	Trial Preparation
1/15/2020	MLH	\$393.75	1.75	Research and prepare memo concerning non-marital property
1/15/2020	MLH	\$112.50	0.50	Research and prepare memo regarding use of misdemeanor convictions
1/15/2020	MLH	\$112.50	0.50	Research and Prepare Memo regarding property appreciation in dissolution cases
1/15/2020	MLH	\$225.00	1.00	Prepare Arguments to Home Depot's Response to Show Cause Order
1/15/2020	RLW	\$787.50	8.75	work on exhibits and prepare exhibit index; go through all exhibits with attorney and client; revise exhibit list and mark exhibits.
1/15/2020	MDM	\$45.00	0.50	Assist with trial prep
1/16/2020	JECE	\$4.00	1.00	Transmittal Letter
1/16/2020	JECE	\$12.00	3.00	Email from court
1/16/2020	MLH	\$506.25	2.25	Court Appearance on Motion for Sanctions (observation only)
1/16/2020	MDM	\$45.00	0.50	Assist with trial prep
1/16/2020	DAH	\$900.00	10.00	Court Appearance
1/16/2020	JEC	\$3,000.00	10.00	Attend trial Research
1/17/2020	JECE	\$3.00	1.00	Long distance charges - Boonville
1/17/2020	JEC	\$4,500.00	15.00	Attend trial
1/17/2020	JECE	\$4.00	1.00	Transmittal Letter
1/17/2020	JECE	\$8.00	2.00	Email from court
1/17/2020	DAH	\$1,080.00	12.00	Court Appearance
1/20/2020	JECE	\$4.00	1.00	Transmittal Letter
1/21/2020	JECE	\$8.00	2.00	Email from court



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## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/21/2020				
1/21/2020	DAH	\$22.50	0.25	Review email from Court
1/22/2020	JECE	\$4.00	1.00	Transmittal Letter
1/27/2020	JEC	\$30.00	0.10	Review of file
1/27/2020	JECE	\$4.00	1.00	Email from client
1/29/2020	DAH	\$22.50	0.25	Prepare and file Request for Recording with court
1/29/2020	JECE	\$51.25	1.00	Advance to Camden County
1/29/2020	JECE	\$12.00	3.00	Email from court
1/29/2020	JECE	\$1.00	1.00	Color Photo Copies
1/29/2020	DAH	\$22.50	0.25	Review email from Court
1/30/2020	JECE	\$8.00	2.00	Transmittal Letter
2/04/2020	JECE	\$115.60	1.00	Westlaw Research Charges
2/14/2020	JEC	\$105.00	0.35	Conference with McDorman on Judge's Ruling
2/18/2020	JEC	\$105.00	0.35	Conference with Judge Gilley
2/25/2020	JEC	\$225.00	0.75	Conference with client Meeting with Judge Gilley
2/25/2020	JECE	\$3.00	1.00	Long distance charges - Bueneville
2/28/2020	JECE	\$8.00	2.00	Email from court
2/28/2020	DAH	\$22.50	0.25	Review email from Court
2/27/2020	JECE	\$4.00	1.00	Transmittal Letter
2/27/2020	DAH	\$45.00	0.50	Preparation of pleadings
2/28/2020	JEC	\$105.00	0.35	Review Findings of Fact
2/28/2020	DAH	\$202.50	2.25	Preparation of pleadings - Findings of Fact
3/06/2020	JEC	\$30.00	0.10	Review case status
3/06/2020	JEC	\$105.00	0.35	Conference with O.A.
3/07/2020	JEC	\$1,200.00	4.00	Work on Findings of Fact
3/09/2020	JEC	\$600.00	2.00	Work on Findings of Fact
3/09/2020	DAH	\$67.50	0.75	Assist on preparation of finding of facts
3/10/2020	JEC	\$105.00	0.35	Conference with opposing attorney
3/11/2020	JECE	\$4.00	1.00	Email from atty Saab
3/11/2020	JEC	\$105.00	0.35	Review Saab's email
3/18/2020	JEC	\$600.00	2.00	Work on Findings of Fact
3/24/2020	DAH	\$45.00	0.50	Review documents Finding of Facts
3/26/2020	JEC	\$800.00	2.00	Work on findings of fact
3/27/2020	JEC	\$705.00	2.35	Work on Findings of Fact
3/28/2020	JEC	\$1,200.00	4.00	Work on F of F
3/29/2020	JEC	\$600.00	2.00	Work on F of F
4/01/2020	DAH	\$22.50	0.25	File status review
4/02/2020	JECE	\$1.00	1.00	Color Photo Copies
4/03/2020	DAH	\$90.00	1.00	Assist attorney on FOF-COL
4/03/2020	JEC	\$600.00	2.00	Work on F of F
4/04/2020	JEC	\$150.00	0.50	Work on proposed findings
4/05/2020	JEC	\$150.00	0.50	Work on proposed findings
4/06/2020	JEC	\$600.00	2.00	Work on F of F
4/07/2020	DAH	\$22.50	0.25	Review email from client
4/07/2020	JEC	\$1,650.00	5.50	Research Work on F of F
4/07/2020	DAH	\$180.00	2.00	Work on FOF-COL
4/07/2020	JECE	\$4.00	1.00	Email from client
4/07/2020	JECE	\$4.00	1.00	Email to client
4/07/2020	JECE	\$2.00	4.00	Photocopy Expense

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5/27/2021**History Report****Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
4/08/2020	JECE	\$4.00	1.00	Email to court clerk
4/08/2020	DAH	\$270.00	3.00	Work on FOF-COL for court
4/08/2020	JEC	\$450.00	1.50	Work on F of F Emails w/ court clerk
4/08/2020	JECE	\$4.00	1.00	Email from court clerk
4/09/2020	JEC	\$1,500.00	5.00	Work on F of F
4/09/2020	JECE	\$1.00	1.00	Color Photo Copies
4/09/2020	DAH	\$22.50	0.25	Phone call with client
4/09/2020	JECE	\$4.00	1.00	Email from client
4/09/2020	JECE	\$4.00	1.00	Email to client
4/09/2020	DAH	\$495.00	5.50	Work on FOF - COL for court
4/09/2020	JECE	\$4.00	1.00	Transmittal Letter
4/10/2020	JEC	\$1,350.00	4.50	Work on F of F
4/10/2020	DLS	\$250.00	1.00	Revise findings of fact
4/10/2020	DAH	\$360.00	4.00	Work FOF & COL for court
4/10/2020	JECE	\$28.00	28.00	Color Photo Copies
4/10/2020	DLS	\$375.00	1.50	Revise findings of fact
4/11/2020	JEC	\$600.00	2.00	Work on F of F
4/11/2020	JECE	\$4.00	1.00	Email from client
4/11/2020	JECE	\$4.00	1.00	Email to client
4/11/2020	JECE	\$15.00	15.00	Color Photo Copies
4/11/2020	JECE	\$7.50	15.00	Photocopy Expense
4/13/2020	JEC	\$150.00	0.50	Email to court Revise and review typographical errors
4/13/2020	MLH	\$168.75	0.75	Review Findings of Fact and Conclusions of Law document
4/13/2020	JECE	\$4.00	1.00	Email from court
4/13/2020	DAH	\$90.00	1.00	Finalize FOF COL and file with court
4/14/2020	JEC	\$105.00	0.35	Emails from opposing attorney Review docket entries
4/14/2020	JECE	\$4.00	1.00	Email from attorney Saab
4/14/2020	JECE	\$4.00	1.00	Email from court
5/01/2020	JEC	\$30.00	0.10	Review of file status
5/07/2020	JEC	\$105.00	0.35	Review docket sheet Conference with clerk
6/02/2020	JECE	\$4.00	1.00	Email from court
6/02/2020	DAH	\$22.50	0.25	Review email from Court
6/02/2020	JEC	\$105.00	0.35	Review F of F from O.A. & email
6/02/2020	JECE	\$4.00	1.00	Email from attorney Saab
6/03/2020	DAH	\$45.00	0.50	Phone call with client
6/03/2020	JECE	\$8.00	2.00	Email from court
6/03/2020	DAH	\$22.50	0.25	Review documents - Opposing attorney's FOF-COL
6/03/2020	JECE	\$4.00	1.00	Transmittal Letter
6/04/2020	JECE	\$4.00	1.00	Transmittal Letter
6/06/2020	JECE	\$4.00	1.00	Email from court
6/08/2020	JECE	\$4.00	1.00	Transmittal Letter
6/08/2020	JECE	\$8.00	2.00	Email to client
6/08/2020	JECE	\$8.00	2.00	Email from client
6/08/2020	JECE	\$4.00	1.00	Email to Teri Lust Judge's clerk
6/08/2020	JECE	\$4.00	1.00	Email from court
6/08/2020	JEC	\$225.00	0.75	Review judgment review docket entries Emails w/ client

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5/27/2021

## History Report

**Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
6/08/2020				
6/09/2020	JECE	\$4.00	1.00	Transmittal Letter
6/18/2020	DAH	\$22.50	0.25	Review email from client
6/18/2020	JECE	\$4.00	1.00	Email from client
6/28/2020	JECE	\$4.00	1.00	Email to John Read, Trustee
6/28/2020	JECE	\$4.00	1.00	Email from client
6/28/2020	JEC	\$150.00	0.50	Emails from client Emails to bankruptcy lawyer
6/27/2020	JECE	\$4.00	1.00	Email to client
6/27/2020	JEC	\$105.00	0.35	Emails from client
6/29/2020	DAH	\$22.50	0.25	Research on SOS re new LLC
7/10/2020	JECE	\$16.00	4.00	Email from client
7/10/2020	JECE	\$12.00	3.00	Email to client
7/11/2020	JEC	\$225.00	0.75	Emails to client Research
7/12/2020	JEC	\$300.00	1.00	Emails with client Research SOS & Camden database
7/18/2020	JECE	\$4.00	1.00	Email to client
7/20/2020	JEC	\$105.00	0.35	Emails from client
7/20/2020	JECE	\$4.00	1.00	Email from client
7/21/2020	DAH	\$22.50	0.25	Preparation of pleadings - Attorney's Lien
7/23/2020	JECE	\$4.00	1.00	Email to Client
7/24/2020	JECE	\$6.85	1.00	Certified mailing expense
7/24/2020	JECE	\$8.00	2.00	Email from Court
7/27/2020	JECE	\$4.00	1.00	Transmittal Letter
8/10/2020	JECE	\$1.10	1.00	Westlaw Research Charges
8/13/2020	JECE	\$4.00	1.00	Email from Client
10/07/2020	JECE	\$4.00	1.00	Email from client
11/16/2020	JECE	\$4.00	1.00	Email from client
<b>Grand Total</b>		<b>\$105,245.41</b>	<b>1,856.65</b>	

**IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI**

**JOHN E. CURRAN, P.C.**  
**d/b/a CURRAN & ASSOCIATES,**

**Plaintiff,**

**vs.**

**DEBRA R. TWENTER, et al.,**

**Defendants.**

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**Case No.: 21CM-CC00112**

**JURY TRIAL DEMANDED**

**COUNTER PETITION**

**COMES NOW** Defendant, Debra R. Twenter, by and through counsel, Harms Law Office, LLC, and for her Counter Petition against John E. Curran, P.C., states and alleges as follows:

**Introduction**

1. This is an action for actual and statutory damages brought to the Court by an individual consumer for violations of the Fair Debt Collection practices Act (15 U.S.C.A § 1692, *et seq.*), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices in collecting alleged debts (hereinafter referred to as "FDCPA").
2. This is also an action for actual damages and attorney fees brought to the Court by an individual consumer for violations of the Missouri Merchandising Practices Act (Section 407.010 RSMo., *et seq.*), which prohibits deceptive and unfair practices in connection with the sale of consumer services (hereinafter referred to as "MMPA").
3. The alleged debt owed by Defendant, Debra R. Twenter ("Twenter"), arises out of consumer, family, and household transactions; specifically the alleged debt arises from

legal services provided to Twenter by Curran & Associates in connection with Twenter's dissolution of marriage, for which John E. Curran, P.C. has filed suit against Twenter to collect an outstanding bill allegedly owed to Curran & Associates.

4. Twenter demands a trial by jury on all issues so triable.

### **Jurisdiction**

5. The United States District Court, Western District of Missouri, Central Division, has jurisdiction over the FDCPA claim pursuant to 15 U.S.C.A. § 1692k(d) as the actions of John E. Curran, P.C. are collection activities directed toward Twenter at her residence located within the Central Division of the United States District Court, Western District of Missouri.

6. John E. Curran, P.C. is a Missouri professional corporation with its principle place of business within the Central Division of the United States District Court, Western District of Missouri.

7. "Curran & Associates" is a fictitious name registered with the Missouri Secretary of State by John E. Curran, P.C.

8. The Central Division of the United States District Court, Western District of Missouri, has supplemental jurisdiction over Twenter's MMPA claims, as said claim arises out of the same facts and circumstances as the FDCPA claims. Further, both Twenter's FDCPA claims and MMPA claims are brought against the common parties, John E. Curran, P.C. and John E. Curran.

9. All of the actions taken by John E. Curran, P.C. have occurred within the twelve months next preceding the filing of this Counter Petition.

### **Parties and Venue**

10. Debra R. Twenter is a natural person currently residing in Missouri and is a “consumer” within the definitions of the FDCPA and MMPA.

11. John E. Curran, P.C. is a “debt collector” as defined in 15 U.S.C.A. §1692a(6) by using any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, and is also a creditor who, in the course of collecting his own debts, used a name other than his own which would indicate that a third person is collecting or attempting to collect such debts.

12. John E. Curran, P.C. is a “person” as defined in Section 407.010(5) RSMo., who provides services, which are defined as “merchandise” as defined in Section 407.010(4) RSMo., in “trade” or “commerce” as defined in Section 407.010(7) RSMo.

13. John E. Curran, P.C. conducted all business with Twenter in the name of “Curran & Associates” in contravention of Section 356.071 RSMo., which requires Professional Corporations to contain the words “Professional Corporation” or the abbreviation “P.C.” and identify itself with such designation in the course of rendering any professional services.

### **Facts**

14. On October 13, 2018, Twenter (then known as Debra Hershberger) entered into an “Employment Contract” with Curran & Associates to provide legal services to Twenter in connection with Twenter’s dissolution of marriage action (see Exhibit A attached hereto and incorporated herein by this reference).

15. Curran & Associates sent periodic invoices to Twenter demanding payment for



services claimed to be provided by Curran & Associates.

16. Twenter continued to dispute charges on the invoices sent by Curran & Associates as being excessive fees and for services that were not necessary in the scope of representation by Curran & Associates.

17. On June 5, 2020, the Circuit Court of Camden County, Missouri issued its Judgement and Decree of Dissolution of Marriage in Twenter's case.

18. On July 20, 2021, Twenter emailed Curran & Associates to request a complete billing detail for all services provided by Curran & Associates and requested that her file be prepared so Twenter could pick up her file from Curran & Associates.

19. On July 23, 2020, Curran & Associates emailed Twenter a complete billing detail, as well as a copy of a Notice of Attorney's Lien that Curran & Associates intended to file in Case No.: 18CM-DR00053 (Twenter's dissolution of marriage action).

20. On July 24, 2020, Curran & Associates filed a Notice of Attorney's Lien that states as follows:

NOTICE IS GIVEN that John E. Curran with the Law Firm of Curran & Associates, 4427 Osage Beach Parkway, Suite A 100, Osage Beach, Missouri, claims a lien for services rendered to Debra Hershberger, 65 Locust Road, Kaiser, MO 65047.

The lien arose out of a connection with John E. Curran's representation of Debra Hershberger in a Dissolution of Marriage case filed in Camden County, Missouri. Recovery to which John E. Curran's lien attaches, may be described as any and all real property, or personal property, cash or stocks and bonds that may be awarded to Debra Hershberger for any and all settlement or judgment rendered in the about captioned case.

John E. Curran's claim is for reasonable compensation of \$83,123.21 of any recovery in Debra Hershberger's Dissolution of Marriage.

21. The Notice of Attorney's Lien is signed by "John E. Curran" on behalf of "Curran & Associates".

22. On August 13, 2020, Twenter sent an email to Curran & Associates outlining her disputes to the complete billing detail provided by Curran & Associates on July 23, 2020.

23. Curran & Associates did not respond to Twenter's email disputing the charges claimed in the invoice.

24. On November 12, 2020, John E. Curran sent an email to Twenter on behalf of Curran & Associates with another demand for payment and the statement, "If you have any questions, problems, or disputes with the attached billing, I would ask your kindness in contacting me directly at your earliest convenience."

25. On November 14, 2020, Twenter again sent an email to Curran & Associates outlining her disputes to the complete billing detail provided by Curran & Associates on July 23, 2020.

26. Again, Curran & Associates did not respond to Twenter's email disputing the charges claimed in the invoice.

27. On March 1, 2021, John E. Curran sent an email to Twenter on behalf of Curran & Associates with another demand for payment and the statement, "If you have any questions, problems, or disputes with the attached billing, I would ask your kindness in contacting me directly at your earliest convenience."

28. On March 1, 2021, Twenter again sent an email to Curran & Associates outlining her disputes to the complete billing detail provided by Curran & Associates on July 23, 2020.

29. Again, Curran & Associates did not respond to Twenter's email disputing the charges claimed in the invoice.

30. On June 18, 2021, John E. Curran, P.C. filed its Petition against Twenter (as well as two companies owned by Twenter) to collect the amounts claimed to be owed by Curran & Associates and John E. Curran individually (see Exhibit B attached hereto and incorporated herein by this reference).

31. 15 U.S.C.A. 1692f states in part:

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

32. Section 407.020.1 RSMo. states in part, "The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce ... is declared to be an unlawful practice."

33. The October 13, 2018 "Employment Contract" between Curran & Associates and Twenter is void as to the cost of expenses for photo copies, the transmission of an email, and sending of a "transmittal letter" as expenses to be paid by Twenter are excessive, because Missouri Supreme Court Rule 4-1.5(a) prohibits a lawyer from making an agreement for, charging, or collecting an unreasonable amount for expenses.

34. Missouri Supreme Court Rule 4-1.5(f) Fees, states:

(f) When a fee dispute arises between a lawyer and a client, the lawyer shall conscientiously consider participating in the appropriate fee dispute resolution program. This does not apply if a fee is set by statute or by a court or administrative agency with authority to determine the fee.

### **Count I – Violations of the FDCPA**

**COMES NOW** Debra R. Twenter, by and through counsel, Harms Law Office, LLC, and for Count I of her Counter Petition against John E. Curran, P.C. for violations of the Fair Debt Collection Practices Act, states and alleges as follows:

35. Twenter hereby restates and realleges the allegations contained in Paragraphs 1 through 34 hereinabove as if more fully set forth herein below.

36. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on October 15, 2018, thereby constituting two (2) violations of the FDCPA.

37. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$56.00 for fourteen (14) emails transmitted by Twenter on October 15, 2018, thereby constituting fourteen (14) violations of the FDCPA.

38. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted to “attorney Christy” on October 16, 2018, thereby constituting a violation of the FDCPA.

39. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for one email transmitted from Twenter and one email transmitted from “attorney Christy” on October 16, 2018, thereby constituting

two (2) violations of the FDCPA.

40. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted to Twenter on October 16, 2018, thereby constituting one (1) violation of the FDCPA.

41. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted from Twenter on October 16, 2018, thereby constituting one (1) violations of the FDCPA.

42. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$6.00 for twelve (12) "Photocopy Expense" made on October 16, 2018, thereby constituting twelve (12) violations of the FDCPA.

43. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for and email transmitted to Twenter and an email transmitted to "attorney Christy" on October 18, 2018, thereby constituting two (2) violations of the FDCPA.

44. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for two (2) emails transmitted from Twenter and one email transmitted from "attorney Christy" on October 18, 2018, thereby constituting three (3) violations of the FDCPA.

45. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted from Twenter on October 18, 2018, thereby constituting one (1) violation of the FDCPA.

46. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for an email transmitted to Twenter on October 20, 2018, thereby constituting one (1) violation of the FDCPA.

47. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted from Twenter on October 20, 2018, thereby constituting one (1) violation of the FDCPA.

48. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted to Twenter on October 20, 2018, thereby constituting one (1) violation of the FDCPA.

49. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted "from court" on October 20, 2018, thereby constituting one (1) violation of the FDCPA.

50. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for a "Transmittal Letter" on October 20, 2018, thereby constituting one (1) violation of the FDCPA.

51. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$28.00 for seven (7) emails transmitted from Twenter on October 20, 2018, thereby constituting seven (7) violations of the FDCPA.

52. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted "from court" on October 20, 2018, thereby constituting one (1) violation of the FDCPA.

53. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for a "Transmittal Letter" on October 23,



2018, thereby constituting one (1) violation of the FDCPA.

54. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted to Twenter on October 23, 2018, thereby constituting one (1) violation of the FDCPA.

55. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for a "Transmittal Letter" on October 24, 2018, thereby constituting one (1) violation of the FDCPA.

56. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for one (1) email transmitted to Twenter and one (1) email to "attorney Harms" on October 26, 2018, thereby constituting two (2) violations of the FDCPA.

57. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$24.00 for six (6) emails transmitted from Twenter and from "attorney Harms" on October 26, 2018, thereby constituting six (6) violations of the FDCPA.

58. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.50 for nine (9) "Photocopy Expense" on October 26, 2018, thereby constituting nine (9) violations of the FDCPA.

59. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$0.50 for "Photocopy Expense" on October 29, 2018, thereby constituting one (1) violation of the FDCPA.

60. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$36.00 for nine (9) emails transmitted to and from Twenter on October 29, 2018, thereby constituting nine (9) violations of the FDCPA.

61. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on October 30, 2018, thereby constituting two (2) violation of the FDCPA.

62. In its Pctition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted to Twenter on October 30, 2018, thereby constituting one (1) violation of the FDCPA.

63. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted "to court" on October 30, 2018, thereby constituting one (1) violation of the FDCPA.

64. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for an email transmitted "from court" on October 31, 2018, thereby constituting one (1) violation of the FDCPA.

65. In its Pctition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$7.00 for seven (7) "Color Photo Copies" on October 31, 2018, thereby constituting seven (7) violations of the FDCPA.

66. In its Pctition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$0.50 for one (1) "Photocopy Expense" on October 31, 2018, thereby constituting one (1) violation of the FDCPA.

67. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for a "Transmittal Letter" on October 30,

2018, thereby constituting one (1) violation of the FDCPA.

68. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$20.00 for five (5) emails transmitted to Twenter, "to Judge Gilley", and "to attorney Christy" on October 31, 2018, thereby constituting five (5) violations of the FDCPA.

69. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted from "attorney Christy" and from Twenter on October 31, 2018, thereby constituting four (4) violation of the FDCPA.

70. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted from Twenter on November 1, 2018, thereby constituting three (3) violations of the FDCPA.

71. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for two (2) "Photocopy Expense" on October 31, 2018, thereby constituting two (2) violations of the FDCPA.

72. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for a "Transmittal Letter" on November 1, 2018, thereby constituting one (1) violation of the FDCPA.

73. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$2.00 for four (4) "Photocopy Expense" on November 2, 2018, thereby constituting four (4) violations of the FDCPA.

74. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$16.00 for four (4) emails transmitted to Twenter on November 2, 2018, thereby constituting four (4) violations of the FDCPA.

75. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted from Twenter on November 2, 2018, thereby constituting three (3) violations of the FDCPA.

76. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for one (1) email transmitted "from court" on November 2, 2018, thereby constituting one (1) violations of the FDCPA.

77. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted to Twenter on November 5, 2018, thereby constituting four (4) violations of the FDCPA.

78. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$28.00 for seven (7) emails transmitted from Twenter on November 5, 2018, thereby constituting seven (7) violations of the FDCPA.

79. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on November 5, 2018, thereby constituting one (1) violations of the FDCPA.

80. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letter" on November 5, 2018, thereby constituting two (2) violations of the FDCPA.

81. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from "attorney

Christy" on November 5, 2018, thereby constituting one (1) violation of the FDCPA.

82. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to "attorney Christy" on November 5, 2018, thereby constituting two (2) violations of the FDCPA.

83. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on November 6, 2018, thereby constituting one (1) violation of the FDCPA.

84. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on November 6, 2018, thereby constituting one (1) violation of the FDCPA.

85. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for one (1) email transmitted from Twenter and one email transmitted from "attorney Harms" on November 6, 2018, thereby constituting two (2) violations of the FDCPA.

86. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on November 6, 2018, thereby constituting one (1) violation of the FDCPA.

87. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$2.00 for two (2) "Color Photo Copies" on November 7, 2018, thereby constituting two (2) violations of the FDCPA.

88. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letter" on

November 7, 2018, thereby constituting two (2) violations of the FDCPA.

89. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Christy" on November 7, 2018, thereby constituting one (1) violation of the FDCPA.

90. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from attorney Christy" on November 7, 2018, thereby constituting two (2) violations of the FDCPA.

91. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on November 7, 2018, thereby constituting one (1) violation of the FDCPA.

92. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on November 8, 2018, thereby constituting two (2) violations of the FDCPA.

93. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on November 8, 2018, thereby constituting one (1) violation of the FDCPA.

94. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court on November 8, 2018, thereby constituting one (1) violation of the FDCPA.

95. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on



November 15, 2018, thereby constituting one (1) violation of the FDCPA.

96. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to Judge Gilley" on November 19, 2018, thereby constituting one (1) violation of the FDCPA.

97. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on November 20, 2018, thereby constituting one (1) violation of the FDCPA.

98. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on November 21, 2018, thereby constituting one (1) violation of the FDCPA.

99. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Saab" on November 21, 2018, thereby constituting one (1) violation of the FDCPA.

100. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on December 3, 2018, thereby constituting two (2) violations of the FDCPA.

101. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on December 5, 2018, thereby constituting one (1) violation of the FDCPA.

102. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on December 5, 2018, thereby constituting one (1) violation of the FDCPA.

103. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on December 5, 2018, thereby constituting one (1) violation of the FDCPA.

104. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on December 6, 2018, thereby constituting one (1) violation of the FDCPA.

105. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on December 11, 2018, thereby constituting one (1) violation of the FDCPA.

106. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on December 12, 2018, thereby constituting one (1) violation of the FDCPA.

107. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 13, 2018, thereby constituting one (1) violation of the FDCPA.

108. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on December 19, 2018, thereby constituting one (1) violation of the FDCPA.

109. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Saab" on December 20, 2018, thereby constituting one (1) violation of the FDCPA.

110. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on December 20, 2018, thereby constituting one (1) violation of the FDCPA.

111. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on December 20, 2018, thereby constituting one (1) violation of the FDCPA.

112. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on December 21, 2018, thereby constituting two (2) violation of the FDCPA.

113. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted from Twenter on December 21, 2018, thereby constituting four (4) violations of the FDCPA.

114. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on January 5, 2019, thereby constituting two (2) violations of the FDCPA.

115. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on January 7, 2019, thereby constituting two (2) violations of the FDCPA.

116. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on January 7, 2019, thereby constituting one (1) violations of the FDCPA.

117. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "to attorney

Saab; and "to court reporter" on January 8, 2019, thereby constituting two (2) violations of the FDCPA.

118. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from court reporter" and from Twenter on January 8, 2019, thereby constituting three (3) violations of the FDCPA.

119. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on January 11, 2019, thereby constituting one (1) violation of the FDCPA.

120. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) email transmitted from Twenter and "from attorney Saab" on January 14, 2019, thereby constituting two (2) violations of the FDCPA.

121. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "to title co" and to Twenter on January 15, 2019, thereby constituting two (2) violations of the FDCPA.

122. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab's ofc" on January 16, 2019, thereby constituting one (1) violation of the FDCPA.

123. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court"

on January 16, 2019, thereby constituting one (1) violation of the FDCPA.

124. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on January 18, 2019, thereby constituting one (1) violation of the FDCPA.

125. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 18, 2019, thereby constituting one (1) violation of the FDCPA.

126. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on January 19, 2019, thereby constituting one (1) violation of the FDCPA.

127. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 21, 2019, thereby constituting one (1) violation of the FDCPA.

128. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted "to title co" and to Twenter on January 21, 2019, thereby constituting four (4) violations of the FDCPA.

129. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$24.00 for six (6) emails transmitted "from title co" and from Twenter on January 21, 2019, thereby constituting four (4) violations of the FDCPA.

130. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on January 22, 2019, thereby constituting one (1) violation of the FDCPA.

131. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1,100.00 for four "O & E reports (4 different properties)" which were needlessly requested by John E. Curran from a title company owned by John E. Curran on January 22, 2019, thereby constituting one (1) violation of the FDCPA.

132. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on January 22, 2019, thereby constituting one (1) violation of the FDCPA.

133. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$32.00 for eight (8) emails transmitted "to attorney Saab", to Twenter, and "to court reporter" on January 22, 2019, thereby constituting eight (8) violations of the FDCPA.

134. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$20.00 for five (5) emails transmitted "from attorney Saab", from Twenter, and "from court reporter" on January 22, 2019, thereby constituting four (4) violations of the FDCPA.

135. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on January 23, 2019, thereby constituting one (1) violation of the FDCPA.

136. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the



amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 22, 2019, thereby constituting one (1) violation of the FDCPA.

137. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on January 28, 2019, thereby constituting one (1) violation of the FDCPA.

138. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from attorney Saab" and from Twenter on January 28, 2019, thereby constituting one (1) violation of the FDCPA.

139. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 28, 2019, thereby constituting one (1) violation of the FDCPA.

140. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on January 28, 2019, thereby constituting one (1) violation of the FDCPA.

141. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$20.00 for five (5) emails transmitted to Twenter and "to attorney Saab" on January 29, 2019, thereby constituting four (4) violations of the FDCPA.

142. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on January 29, 2019, thereby constituting two (2) violations of the FDCPA.

143. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on January 30, 2019, thereby constituting two (2) violations of the FDCPA.

144. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on January 30, 2019, thereby constituting two (2) violations of the FDCPA.

145. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on January 31, 2019, thereby constituting one (1) violation of the FDCPA.

146. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on January 31, 2019, thereby constituting one (1) violation of the FDCPA.

147. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on February 5, 2019, thereby constituting one (1) violation of the FDCPA.

148. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on February 27, 2019, thereby constituting one (1) violation of the FDCPA.

149. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on February 27, 2019, thereby constituting one (1) violation of the FDCPA.

150. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Saab" on March 20, 2019, thereby constituting one (1) violation of the FDCPA.

151. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from attorney Saab" on March 20, 2019, thereby constituting two (2) violations of the FDCPA.

152. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on March 21, 2019, thereby constituting one (1) violation of the FDCPA.

153. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letters" on March 22, 2019, thereby constituting two (2) violations of the FDCPA.

154. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter and "from attorney Saab" on March 25, 2019, thereby constituting two (2) violations of the FDCPA.

155. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on March 25, 2019, thereby constituting one (1) violation of the FDCPA.

156. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on March 26, 2019, thereby constituting one (1) violation of the FDCPA.

157. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$25.00 for an "Advance to Evan Meyer" on March 27, 2019, thereby constituting one (1) violation of the FDCPA.

158. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$25.00 for an "Advance to Sam Maag" on March 27, 2019, thereby constituting one (1) violation of the FDCPA.

159. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$64.00 for sixty-four (64) "Color Photo Copies" on March 27, 2019, thereby constituting sixty-four (64) violations of the FDCPA.

160. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$30.00 for sixty (60) "Photocopy Expense" on March 27, 2019, thereby constituting sixty (60) violations of the FDCPA.

161. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to from court" on April 16, 2019, thereby constituting one (1) violation of the FDCPA.

162. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on April 17, 2019, thereby constituting one (1) violation of the FDCPA.

163. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on April 18, 2019, thereby constituting one (1) violation of the FDCPA.

164. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for two (2) emails transmitted "from court"

on April 24, 2019, thereby constituting two (2) violations of the FDCPA.

165. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on April 25, 2019, thereby constituting one (1) violation of the FDCPA.

166. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on April 25, 2019, thereby constituting one (1) violation of the FDCPA.

167. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on April 26, 2019, thereby constituting one (1) violation of the FDCPA.

168. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on May 3, 2019, thereby constituting one (1) violation of the FDCPA.

169. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on May 6, 2019, thereby constituting one (1) violation of the FDCPA.

170. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on May 11, 2019, thereby constituting one (1) violation of the FDCPA.

171. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on May 313, 2019, thereby constituting one (1) violation of the FDCPA.

172. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on June 4, 2019, thereby constituting two (2) violations of the FDCPA.

173. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to court clerk" on June 8, 2019, thereby constituting one (1) violation of the FDCPA.

174. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court clerk" on June 8, 2019, thereby constituting one (1) violation of the FDCPA.

175. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on June 10, 2019, thereby constituting one (1) violation of the FDCPA.

176. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on June 10, 2019, thereby constituting two (2) violations of the FDCPA.

177. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to court clerk" on June 11, 2019, thereby constituting one (1) violation of the FDCPA.

178. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on June 11, 2019, thereby constituting one (1) violation of the FDCPA.

179. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the



amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on June 18, 2019, thereby constituting two (2) violations of the FDCPA.

180. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on June 18, 2019, thereby constituting one (1) violation of the FDCPA.

181. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on June 19, 2019, thereby constituting one (1) violation of the FDCPA.

182. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on June 20, 2019, thereby constituting one (1) violation of the FDCPA.

183. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on June 20, 2019, thereby constituting one (1) violation of the FDCPA.

184. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court clerk" on June 22, 2019, thereby constituting one (1) violation of the FDCPA.

185. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on June 22, 2019, thereby constituting one (1) violation of the FDCPA.

186. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to court clerk"

on June 22, 2019, thereby constituting one (1) violation of the FDCPA.

187. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court clerk" on June 25, 2019, thereby constituting one (1) violation of the FDCPA.

188. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on June 26, 2019, thereby constituting one (1) violation of the FDCPA.

189. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter and "to court reporter" on June 26, 2019, thereby constituting two (2) violations of the FDCPA.

190. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court reporter" on June 26, 2019, thereby constituting one (1) violation of the FDCPA.

191. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to court reporter" on June 27, 2019, thereby constituting one (1) violation of the FDCPA.

192. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court reporter" on June 27, 2019, thereby constituting one (1) violation of the FDCPA.

193. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney

Saab” on June 28, 2019, thereby constituting one (1) violation of the FDCPA.

194. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “from court” on June 28, 2019, thereby constituting one (1) violation of the FDCPA.

195. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) “Transmittal Letter” on July 1, 2019, thereby constituting one (1) violation of the FDCPA.

196. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on July 9, 2019, thereby constituting two (2) violations of the FDCPA.

197. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on July 9, 2019, thereby constituting one (1) violation of the FDCPA.

198. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “to atty Joe Saab” on July 15, 2019, thereby constituting one (1) violation of the FDCPA.

199. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “from atty Saab” on July 31, 2019, thereby constituting one (1) violation of the FDCPA.

200. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “from court” on July 31, 2019, thereby constituting one (1) violation of the FDCPA.

201. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on August 1, 2019, thereby constituting one (1) violation of the FDCPA.

202. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on August 2, 2019, thereby constituting one (1) violation of the FDCPA.

203. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on August 2, 2019, thereby constituting one (1) violation of the FDCPA.

204. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on August 8, 2019, thereby constituting one (1) violation of the FDCPA.

205. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on August 8, 2019, thereby constituting one (1) violation of the FDCPA.

206. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on August 8, 2019, thereby constituting one (1) violation of the FDCPA.

207. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for four (4) "Color Photo Copies" on March 27, 2019, thereby constituting four (4) violations of the FDCPA.

208. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on August 23, 2019, thereby constituting one (1) violation of the FDCPA.

209. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on August 26, 2019, thereby constituting one (1) violation of the FDCPA.

210. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "to attorney Saab" and to Twenter on September 9, 2019, thereby constituting three (3) violations of the FDCPA.

211. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on September 11, 2019, thereby constituting one (1) violation of the FDCPA.

212. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Saab" on September 12, 2019, thereby constituting one (1) violation of the FDCPA.

213. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on September 16, 2019, thereby constituting one (1) violation of the FDCPA.

214. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on September 16, 2019, thereby constituting one (1) violation of the FDCPA.

215. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter and "from attorney Saab" on September 16, 2019, thereby constituting two (2) violations of the FDCPA.

216. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on September 16, 2019, thereby constituting one (1) violation of the FDCPA.

217. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to atty Saab" on September 18, 2019, thereby constituting one (1) violation of the FDCPA.

218. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter and "from attorney Saab" on September 19, 2019, thereby constituting two (2) violations of the FDCPA.

219. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on September 19, 2019, thereby constituting one (1) violation of the FDCPA.

220. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on September 19, 2019, thereby constituting one (1) violation of the FDCPA.

221. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court reporter" on September 20, 2019, thereby constituting one (1) violation of the FDCPA.



222. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$20.00 for three (3) emails transmitted “to attorney Saab” and “to court reporter” on September 20, 2019, thereby constituting four (4) violations of the FDCPA.

223. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “to attorney Saab” on September 23, 2019, thereby constituting one (1) violation of the FDCPA.

224. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$20.00 for five (5) emails transmitted “from Lisa Angell” on September 23, 2019, thereby constituting five (5) violations of the FDCPA.

225. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted “to Lisa Angell” on September 23, 2019, thereby constituting four (4) violations of the FDCPA.

226. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on October 3, 2019, thereby constituting two (2) violations of the FDCPA.

227. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “to court reporter” on October 3, 2019, thereby constituting one (1) violation of the FDCPA.

228. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) “Transmittal Letter” on October 4, 2019, thereby constituting one (1) violation of the FDCPA.

229. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on October 15, 2019, thereby constituting one (1) violation of the FDCPA.

230. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on October 15, 2019, thereby constituting one (1) violation of the FDCPA.

231. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on October 15, 2019, thereby constituting one (1) violation of the FDCPA.

232. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to court reporter" on October 16, 2019, thereby constituting one (1) violation of the FDCPA.

233. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted from Twenter and "from court reporter" on October 16, 2019, thereby constituting three (3) violations of the FDCPA.

234. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on October 16, 2019, thereby constituting one (1) violation of the FDCPA.

235. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letter" on October 17, 2019, thereby constituting two (2) violations of the FDCPA.

236. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Saab" on October 17, 2019, thereby constituting one (1) violation of the FDCPA.

237. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$3.00 for three (3) "Color Photo Copies" on October 18, 2019, thereby constituting three (3) violations of the FDCPA.

238. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for two (2) "Photocopy Expense" on October 18, 2019, thereby constituting two (2) violations of the FDCPA.

239. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on October 18, 2019, thereby constituting one (1) violation of the FDCPA.

240. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on October 18, 2019, thereby constituting one (1) violation of the FDCPA.

241. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on October 21, 2019, thereby constituting one (1) violation of the FDCPA.

242. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on October 21, 2019, thereby constituting one (1) violation of the FDCPA.

243. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$24.00 for six (6) emails transmitted "to attorney Saab", to Twenter, and "to court reporter" on October 21, 2019, thereby constituting six (6) violations of the FDCPA.

244. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for two (2) emails transmitted "from attorney Saab" on October 21, 2019, thereby constituting two (2) violations of the FDCPA.

245. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$20.00 for five (5) emails transmitted "to attorney Saab" and to Twenter on October 22, 2019, thereby constituting five (5) violations of the FDCPA.

246. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$24.00 for six (6) emails transmitted from Twenter and "from attorney Saab" on October 22, 2019, thereby constituting six (6) violations of the FDCPA.

247. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on October 22, 2019, thereby constituting one (1) violation of the FDCPA.

248. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on October 23, 2019, thereby constituting one (1) violation of the FDCPA.

249. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on October 23, 2019, thereby constituting two (2) violations of the FDCPA.

250. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on October 23, 2019, thereby constituting one (1) violation of the FDCPA.

251. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on October 23, 2019, thereby constituting two (2) violations of the FDCPA.

252. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on October 23, 2019, thereby constituting one (1) violation of the FDCPA.

253. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letter" on October 24, 2019, thereby constituting two (2) violations of the FDCPA.

254. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for three (3) "Photocopy Expense" on October 24, 2019, thereby constituting three (3) violations of the FDCPA.

255. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from atty Saab" and "from CCCR" on October 24, 2019, thereby constituting two (2) violations of the FDCPA.

256. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$12.00 for three (3) emails transmitted “to CCCR”, “to Home Depot” and to Twenter on October 24, 2019, thereby constituting three (3) violations of the FDCPA.

257. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$20.00 for five (5) emails transmitted from Twenter, “from Jacob Hershberger”, “from CCCR”, and “from Home Depot” on October 24, 2019, thereby constituting five (5) violations of the FDCPA.

258. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) “Transmittal Letter” on October 25, 2019, thereby constituting two (2) violations of the FDCPA.

259. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of charges totaling \$4,130.00 for “JEC” and “DAH” to prepare for and attend the same deposition on October 25, 2019, except that, “JEC” billed for 11.50 hours and “DAH” billed for 8.0 hours, thereby being an unreasonable fee and constituting one (1) violation of the FDCPA.

260. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on October 26, 2019, thereby constituting one (1) violation of the FDCPA.

261. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted “from court” on October 26, 2019, thereby constituting two (2) violations of the FDCPA.

262. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the



amount and legal status of a charge of \$5.00 for ten (10) "Photocopy Expense" on October 26, 2019, thereby constituting ten (10) violations of the FDCPA.

263. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on October 28, 2019, thereby constituting one (1) violation of the FDCPA.

264. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "to attorney Saab" and to Twenter on October 28, 2019, thereby constituting two (2) violations of the FDCPA.

265. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on October 28, 2019, thereby constituting two (2) violations of the FDCPA.

266. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from Vonda Duncan" and from Twenter on October 28, 2019, thereby constituting two (2) violations of the FDCPA.

267. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on October 28, 2019, thereby constituting one (1) violation of the FDCPA.

268. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted to Twenter and "to court reporter" on October 29, 2019, thereby constituting three (3) violations of

the FDCPA.

269. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on October 29, 2019, thereby constituting one (1) violation of the FDCPA.

270. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from Alex Meyers" on October 29, 2019, thereby constituting one (1) violation of the FDCPA.

271. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to atty Joe Saab" on October 30, 2019, thereby constituting one (1) violation of the FDCPA.

272. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from CCCR" on October 30, 2019, thereby constituting two (2) violations of the FDCPA.

273. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted to Twenter, "from Brenda Bader" "from CCCR", and "from atty Saab" on October 30, 2019, thereby constituting four (4) violations of the FDCPA.

274. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$112.00 for twenty-eight (28) emails transmitted from Twenter, "from Brenda Bader", "from CCCR" and "from atty Saab" on October 30, 2019, thereby constituting twenty-eight (28) violations of the FDCPA.

275. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on October 30, 2019, thereby constituting one (1) violation of the FDCPA.

276. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on October 31, 2019, thereby constituting one (1) violation of the FDCPA.

277. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to court reporter" on October 31, 2019, thereby constituting one (1) violation of the FDCPA.

278. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to court reporter" on October 31, 2019, thereby constituting one (1) violation of the FDCPA.

279. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted from Twenter and "from court reporter" on October 31, 2019, thereby constituting three (3) violations of the FDCPA.

280. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$5.00 for five (5) "Color Photo Copies" on October 31, 2019, thereby constituting five (5) violations of the FDCPA.

281. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter and "to attorney Saab" on October 31, 2019, thereby constituting two (2) violations of the FDCPA.

282. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court reporter" on November 1, 2019, thereby constituting one (1) violation of the FDCPA.

283. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$0.50 for one (1) "Photocopy Expense" on November 1, 2019, thereby constituting one (1) violations of the FDCPA.

284. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for one (1) "Color Photo Copies" on November 1, 2019, thereby constituting one (1) violations of the FDCPA.

285. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter and "from attorney Saab" on November 4, 2019, thereby constituting two (2) violations of the FDCPA.

286. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$3.50 for seven (7) "Photocopy Expense" on November 5, 2019, thereby constituting seven (7) violations of the FDCPA.

287. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted "from court" on November 5, 2019, thereby constituting four (4) violations of the FDCPA.

288. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for one (1) "Color Photo Copies" on November 6, 2019, thereby constituting one (1) violations of the FDCPA.

289. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted to Twenter on November 6, 2019, thereby constituting three (3) violations of the FDCPA.

290. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$24.00 for six (6) emails transmitted from Twenter on November 6, 2019, thereby constituting six (6) violations of the FDCPA.

291. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on November 6, 2019, thereby constituting one (1) violations of the FDCPA.

292. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on November 6, 2019, thereby constituting one (1) violations of the FDCPA.

293. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on November 7, 2019, thereby constituting one (1) violations of the FDCPA.

294. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Saab" on November 7, 2019, thereby constituting one (1) violation of the FDCPA.

295. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted "from attorney Saab" and from Twenter on November 7, 2019, thereby constituting four (4) violations of the FDCPA.

296. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$24.00 for six (6) emails transmitted to Twenter and "to attorney Saab" on November 7, 2019, thereby constituting six (6) violations of the FDCPA.

297. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on November 8, 2019, thereby constituting one (1) violations of the FDCPA.

298. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on November 12, 2019, thereby constituting two (2) violations of the FDCPA.

299. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on November 12, 2019, thereby constituting one (1) violation of the FDCPA.

300. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for two (2) "Photocopy Expense" on November 5, 2019, thereby constituting two (2) violations of the FDCPA.

301. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from atty Saab" on November 13, 2019, thereby constituting one (1) violation of the FDCPA.

302. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted to Twenter on November 13, 2019, thereby constituting three (3) violations of the FDCPA.



303. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from atty Saab" and from Twenter on November 13, 2019, thereby constituting two (2) violations of the FDCPA.

304. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted "from court" on November 13, 2019, thereby constituting four (4) violations of the FDCPA.

305. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from court" on November 14, 2019, thereby constituting three (3) violations of the FDCPA.

306. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letter" on November 14, 2019, thereby constituting two (2) violations of the FDCPA.

307. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on November 15, 2019, thereby constituting one (1) violations of the FDCPA.

308. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on November 15, 2019, thereby constituting one (1) violation of the FDCPA.

309. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted to Twenter and "to Beth Boggs" on November 18, 2019, thereby constituting four (4) violations of

the FDCPA.

310. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on November 18, 2019, thereby constituting two (2) violations of the FDCPA.

311. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on November 19, 2019, thereby constituting one (1) violation of the FDCPA.

312. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on November 19, 2019, thereby constituting one (1) violation of the FDCPA.

313. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on November 20, 2019, thereby constituting one (1) violation of the FDCPA.

314. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to atty Beth Boggs" on November 20, 2019, thereby constituting one (1) violation of the FDCPA.

315. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from atty Beth Boggs" on November 20, 2019, thereby constituting two (2) violations of the FDCPA.

316. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on

November 21, 2019, thereby constituting one (1) violations of the FDCPA.

317. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on November 22, 2019, thereby constituting two (2) violations of the FDCPA.

318. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on November 25, 2019, thereby constituting one (1) violation of the FDCPA.

319. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on November 25, 2019, thereby constituting one (1) violations of the FDCPA.

320. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to atty Joe Saab" on November 26, 2019, thereby constituting one (1) violation of the FDCPA.

321. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on November 26, 2019, thereby constituting one (1) violation of the FDCPA.

322. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted to Twenter on November 27, 2019, thereby constituting three (3) violations of the FDCPA.

323. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "to Beth Boggs" on November 27, 2019, thereby constituting two (2) violations of the FDCPA.

324. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from Beth Boggs" on November 27, 2019, thereby constituting one (1) violation of the FDCPA.

325. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from Beth Boggs" on December 1, 2019, thereby constituting one (1) violation of the FDCPA.

326. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on December 1, 2019, thereby constituting two (2) violations of the FDCPA.

327. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 2, 2019, thereby constituting one (1) violations of the FDCPA.

328. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$3.00 for three (3) "Color Photo Copies" on December 2, 2019, thereby constituting three (3) violations of the FDCPA.

329. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on December 2, 2019, thereby constituting two (2) violations of the FDCPA.

330. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on December 2, 2019, thereby constituting two (2) violations of the FDCPA.

331. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on December 2, 2019, thereby constituting one (1) violation of the FDCPA.

332. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$3.00 for three (3) "Color Photo Copies" on December 3, 2019, thereby constituting three (3) violations of the FDCPA.

333. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$5.00 for ten (10) "Photocopy Expense" on December 3, 2019, thereby constituting ten (10) violations of the FDCPA.

334. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter and "from attorney Saab" on December 3, 2019, thereby constituting two (2) violations of the FDCPA.

335. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "to attorney Saab" on December 3, 2019, thereby constituting two (2) violations of the FDCPA.

336. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on December 3, 2019, thereby constituting two (2) violations of the FDCPA.

337. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letter" on December 3, 2019, thereby constituting two (2) violations of the FDCPA.

338. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$12.00 for three (3) emails transmitted "to attorney Saab" on December 4, 2019, thereby constituting three (3) violations of the FDCPA.

339. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from court" on December 4, 2019, thereby constituting three (3) violations of the FDCPA.

340. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 5, 2019, thereby constituting one (1) violation of the FDCPA.

341. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$2.00 for two (2) "Color Photo Copies" on December 6, 2019, thereby constituting two (2) violations of the FDCPA.

342. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$13.50 for twenty-seven (27) "Photocopy Expense" on December 6, 2019, thereby constituting twenty-seven (27) violations of the FDCPA.

343. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on December 6, 2019, thereby constituting one (1) violation of the FDCPA.

344. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$28.00 for seven (7) emails transmitted "from court" on December 7, 2019, thereby constituting seven (7) violations of the FDCPA.

345. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the



amount and legal status of a charge of \$2.00 for two (2) "Color Photo Copies" on December 7, 2019, thereby constituting two (2) violations of the FDCPA.

346. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted "to attorney Saab", to Twenter, and "to Susan Twitchell" on December 7, 2019, thereby constituting four (4) violations of the FDCPA.

347. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from colient" and "from Susan Twitchell" on December 7, 2019, thereby constituting two (2) violations of the FDCPA.

348. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted to Twenter on December 9, 2019, thereby constituting four (4) violations of the FDCPA.

349. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on December 9, 2019, thereby constituting two (2) violations of the FDCPA.

350. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letter" on December 9, 2019, thereby constituting two (2) violations of the FDCPA.

351. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted from Twenter on December 9, 2019, thereby constituting three (3) violations of the FDCPA.

352. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 10, 2019, thereby constituting one (1) violation of the FDCPA.

353. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on December 10, 2019, thereby constituting one (1) violation of the FDCPA.

354. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Saab" on December 10, 2019, thereby constituting one (1) violation of the FDCPA.

355. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 11, 2019, thereby constituting one (1) violation of the FDCPA.

356. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on December 11, 2019, thereby constituting two (2) violations of the FDCPA.

357. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on December 13, 2019, thereby constituting one (1) violation of the FDCPA.

358. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on December 13, 2019, thereby constituting one (1) violation of the FDCPA.

359. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on December 17, 2019, thereby constituting two (2) violations of the FDCPA.

360. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from court" on December 17, 2019, thereby constituting three (3) violations of the FDCPA.

361. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 18, 2019, thereby constituting one (1) violation of the FDCPA.

362. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on December 18, 2019, thereby constituting one (1) violation of the FDCPA.

363. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on December 18, 2019, thereby constituting one (1) violation of the FDCPA.

364. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on December 18, 2019, thereby constituting one (1) violation of the FDCPA.

365. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on December 21, 2019, thereby constituting two (2) violations of the FDCPA.

366. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney

Saab" on December 23, 2019, thereby constituting one (1) violation of the FDCPA.

367. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on December 23, 2019, thereby constituting one (1) violation of the FDCPA.

368. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 23, 2019, thereby constituting one (1) violation of the FDCPA.

369. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on December 24, 2019, thereby constituting one (1) violation of the FDCPA.

370. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 24, 2019, thereby constituting one (1) violation of the FDCPA.

371. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on December 26, 2019, thereby constituting two (2) violations of the FDCPA.

372. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on December 27, 2019, thereby constituting one (1) violation of the FDCPA.

373. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on December 27, 2019, thereby constituting one (1) violation of the FDCPA.

374. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on December 30, 2019, thereby constituting one (1) violation of the FDCPA.

375. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on January 2, 2020, thereby constituting two (2) violations of the FDCPA.

376. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on January 4, 2020, thereby constituting one (1) violation of the FDCPA.

377. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on January 6, 2020, thereby constituting two (2) violations of the FDCPA.

378. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted to Twenter on January 6, 2020, thereby constituting three (3) violations of the FDCPA.

379. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on January 7, 2020, thereby constituting one (1) violation of the FDCPA.

380. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on January 7, 2020, thereby constituting two (2) violations of the FDCPA.

381. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for four (4) "Color Photo Copies" on January 8, 2020, thereby constituting four (4) violations of the FDCPA.

382. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on January 8, 2020, thereby constituting two (2) violations of the FDCPA.

383. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to attorney Saab" on January 8, 2020, thereby constituting one (1) violation of the FDCPA.

384. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on January 8, 2020, thereby constituting two (2) violations of the FDCPA.

385. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 9, 2020, thereby constituting one (1) violation of the FDCPA.

386. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$30.00 for thirty (30) "Color Photo Copies" on January 9, 2020, thereby constituting thirty (30) violations of the FDCPA.

387. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for eight (8) "Photocopy Expense" on January 9, 2020, thereby constituting eight (8) violations of the FDCPA.

388. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on



January 9, 2020, thereby constituting two (2) violations of the FDCPA.

389. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on January 9, 2020, thereby constituting one (1) violation of the FDCPA.

390. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted from Twenter on January 10, 2020, thereby constituting three (3) violations of the FDCPA.

391. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on January 10, 2020, thereby constituting two (2) violations of the FDCPA.

392. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on January 13, 2020, thereby constituting two (2) violations of the FDCPA.

393. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on January 13, 2020, thereby constituting two (2) violations of the FDCPA.

394. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on January 13, 2020, thereby constituting one (1) violation of the FDCPA.

395. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 13, 2020, thereby constituting one (1) violation of the FDCPA.

396. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for two (2) "Photocopy Expense" on January 13, 2020, thereby constituting two (2) violations of the FD CPA.

397. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$7.00 for fourteen (14) "Photocopy Expense" on January 14, 2020, thereby constituting fourteen (14) violations of the FD CPA.

398. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on January 14, 2020, thereby constituting one (1) violation of the FD CPA.

399. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted "from court" on January 14, 2020, thereby constituting four (4) violations of the FD CPA.

400. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$7.00 for seven (7) "Color Photo Copies" on January 14, 2020, thereby constituting seven (7) violations of the FD CPA.

401. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on January 15, 2020, thereby constituting two (2) violations of the FD CPA.

402. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on January 15, 2020, thereby constituting one (1) violation of the FD CPA.

403. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from court" on January 15, 2020, thereby constituting three (3) violations of the FDCPA.

404. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 15, 2020, thereby constituting one (1) violation of the FDCPA.

405. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$2.00 for two (2) "Color Photo Copies" on January 14, 2020, thereby constituting two (2) violations of the FDCPA.

406. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$50.00 for one hundred (100) "Photocopy Expense" on January 15, 2020, thereby constituting one hundred (100) violations of the FDCPA.

407. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 16, 2020, thereby constituting one (1) violation of the FDCPA.

408. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from court" on January 16, 2020, thereby constituting three (3) violations of the FDCPA.

409. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4,500.00 for fifteen (15) hours of billed time for "JEC" on January 17, 2020, which was the date of the trial of Twenter's dissolution of marriage action, which lasted approximately twelve (12) hours and after which, John E.

Curran invited Twenter out to dinner, made Twenter pay for dinner and then billed Twenter for three (3.0) hours of billed time for having dinner with Twenter, thereby constituting one (1) violation of the FDCPA.

410. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on January 17, 2020, thereby constituting two (2) violations of the FDCPA.

411. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 20, 2020, thereby constituting one (1) violation of the FDCPA.

412. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on January 21, 2020, thereby constituting two (2) violations of the FDCPA.

413. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on January 21, 2020, thereby constituting one (1) violation of the FDCPA.

414. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on January 27, 2020, thereby constituting one (1) violation of the FDCPA.

415. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted "from court" on January 29, 2020, thereby constituting three (3) violations of the FDCPA.

416. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$8.00 for two (2) "Transmittal Letter" on January 30, 2020, thereby constituting two (2) violations of the FDCPA.

417. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on February 26, 2020, thereby constituting two (2) violations of the FDCPA.

418. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on February 27, 2020, thereby constituting one (1) violation of the FDCPA.

419. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of charges billed between February 28, 2020 and April 13, 2020, totaling \$15,523.75 for 27.85 hours to prepare a thirty (30) page Findings of Fact and Conclusions of Law, which was not complex or overly complicated, thereby constituting one (1) violation of the FDCPA.

420. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from atty Saab" on March 11, 2020, thereby constituting one (1) violation of the FDCPA.

421. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for one (1) "Color Photo Copies" on April 2, 2020, thereby constituting one (1) violations of the FDCPA.

422. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on April 7, 2020, thereby constituting one (1) violation of the FDCPA.

423. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on April 7, 2020, thereby constituting one (1) violation of the FDCPA.

424. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$2.00 for two (2) "Photocopy Expense" on April 7, 2020, thereby constituting two (2) violations of the FDCPA.

425. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to court clerk" on April 8, 2020, thereby constituting one (1) violation of the FDCPA.

426. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$1.00 for one (1) "Color Photo Copies" on April 9, 2020, thereby constituting one (1) violations of the FDCPA.

427. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on April 9, 2020, thereby constituting one (1) violation of the FDCPA.

428. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on April 9, 2020, thereby constituting one (1) violation of the FDCPA.

429. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter on April 9, 2020, thereby constituting one (1) violation of the FDCPA.

430. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the



amount and legal status of a charge of \$28.00 for twenty-eight (28) "Color Photo Copies" on April 10, 2020, thereby constituting twenty-eight (28) violations of the FDCPA.

431. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on April 11, 2020, thereby constituting one (1) violation of the FDCPA.

432. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on April 11, 2020, thereby constituting one (1) violation of the FDCPA.

433. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$15.00 for fifteen (15) "Color Photo Copies" on April 11, 2020, thereby constituting fifteen (15) violations of the FDCPA.

434. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$7.50 for fifteen (15) "Photocopy Expense" on April 7, 2020, thereby constituting fifteen (15) violations of the FDCPA.

435. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on April 13, 2020, thereby constituting one (1) violation of the FDCPA.

436. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from attorney Saab" on April 14, 2020, thereby constituting one (1) violation of the FDCPA.

437. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court"

on April 14, 2020, thereby constituting one (1) violation of the FDCPA.

438. In its Petition filed on June 18, 2021, John H. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “from court” on June 2, 2020, thereby constituting one (1) violation of the FDCPA.

439. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “from attorney Saab” on June 2, 2020, thereby constituting one (1) violation of the FDCPA.

440. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted “from court” on June 3, 2020, thereby constituting two (2) violations of the FDCPA.

441. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) “Transmittal Letter” on June 3, 2020, thereby constituting one (1) violation of the FDCPA.

442. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) “Transmittal Letter” on June 4, 2020, thereby constituting one (1) violation of the FDCPA.

443. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted “from court” on June 6, 2020, thereby constituting one (1) violation of the FDCPA.

444. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) “Transmittal Letter” on June 8, 2020, thereby constituting one (1) violation of the FDCPA.

445. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted to Twenter on June 8, 2020, thereby constituting two (2) violations of the FDCPA.

446. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted from Twenter on June 8, 2020, thereby constituting two (2) violations of the FDCPA.

447. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to Teri Lust Judge's clerk" on June 8, 2020, thereby constituting one (1) violation of the FDCPA.

448. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "from court" on June 8, 2020, thereby constituting one (1) violation of the FDCPA.

449. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on June 9, 2020, thereby constituting one (1) violation of the FDCPA.

450. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on June 18, 2020, thereby constituting one (1) violation of the FDCPA.

451. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted "to John Reed, Trustee" on June 26, 2020, thereby constituting one (1) violation of the FDCPA.

452. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the

amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on June 27, 2020, thereby constituting one (1) violation of the FDCPA.

453. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$16.00 for four (4) emails transmitted from Twenter on July 10, 2020, thereby constituting four (4) violations of the FDCPA.

454. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$12.00 for three (3) emails transmitted from Twenter on July 10, 2020, thereby constituting three (3) violations of the FDCPA.

455. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on July 18, 2020, thereby constituting one (1) violation of the FDCPA.

456. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$22.50 for "Preparation of pleadings – Attorney's Lien" which is not a pleading within the scope of the Employment Contract and is specifically an attempt by Curran & Associates to collect its fraudulent bills to Twenter, thereby constituting one (1) violation of the FDCPA.

457. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on July 20, 2020, thereby constituting one (1) violation of the FDCPA.

458. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted to Twenter on July 23, 2020, thereby constituting one (1) violation of the FDCPA.

459. In addition to John E. Curran, P.C. falsely representing the amount and legal status of a charge of \$4.00 for the email transmitted to Twenter on July 23, 2020, said email was a an attempted by Curran & Associates to induce Twenter to pay her bill, which billing for such is strictly prohibited, thereby constituting a separate one (1) violation of the FDCPA.

460. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$8.00 for two (2) emails transmitted "from court" on July 24, 2020, thereby constituting two (2) violations of the FDCPA.

461. In addition to John E. Curran, P.C. falsely representing the amount and legal status of a charge of \$8.00 for the email transmitted "from court" on July 24, 2020, said emails were a receipt of filing and notice acceptance of the Notice of Attorney's Lien filed by Curran & Associates, which is an attempt by Curran & Associates to collect Curran & associates fraudulent invoices, which Twenter had disputed, and for which billing is strictly prohibited, thereby constituting a separate one (1) violation of the FDCPA.

462. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) "Transmittal Letter" on July 27, 2020, thereby constituting one (1) violation of the FDCPA.

463. In addition to John E. Curran, P.C. falsely representing the amount and legal status of a charge of \$4.00 for the "Transmittal Letter" on July 27, 2020, said letter was a copy of the Notice of Attorney's Lien filed by Curran & Associates, which is an attempt by Curran & Associates to collect Curran & associates fraudulent invoices, which Twenter had disputed, and for which billing is strictly prohibited, thereby constituting a separate

one (1) violation of the FDCPA.

464. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on August 13, 2020, thereby constituting one (1) violation of the FDCPA.

465. In addition to John E. Curran, P.C. falsely representing the amount and legal status of a charge of \$4.00 for the transmission of the email from Twenter on August 13, 2020, said email was another attempt by Twenter to dispute Curran & Associates' attempts to collect Curran & Associates fraudulent invoices, for which billing is strictly prohibited, thereby constituting a separate one (1) violation of the FDCPA.

466. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on October 7, 2020, thereby constituting one (1) violation of the FDCPA.

467. In addition to John E. Curran, P.C. falsely representing the amount and legal status of a charge of \$4.00 for the transmission of the email from Twenter on October 7, 2020, said email was another attempt by Twenter to dispute Curran & Associates' attempts to collect Curran & Ssociates fraudulent invoices, for which billing is strictly prohibited, thereby constituting a separate one (1) violation of the FDCPA.

468. In its Petition filed on June 18, 2021, John E. Curran, P.C. falsely represented the amount and legal status of a charge of \$4.00 for one (1) email transmitted from Twenter on November 16, 2020, thereby constituting one (1) violation of the FDCPA.

469. In addition to John E. Curran, P.C. falsely representing the amount and legal status of a charge of \$4.00 for the transmission of the email from Twenter on November 16,



2020, said email was another attempt by Twenter to dispute Curran & Associates' attempts to collect Curran & Associates fraudulent invoices, for which billing is strictly prohibited, thereby constituting a separate one (1) violation of the FDCPA.

470. Because Twenter had disputed Curran & Associates' fraudulent invoices several times, John E. Curran, P.C.'s Petition to collect any amounts claimed by Curran & Associates is fraudulent because Curran & Associates violated Missouri Supreme Court Rule 4-1.5(f) by failing to "conscientiously consider participating in the appropriate fee dispute resolution program", which is evidenced by Curran & Associates' refusal to even acknowledge Twenter's disputes, thereby constituting a separate one (1) violation of the FDCPA.

**WHEREFORE**, Debra R. Twenter respectfully prays this honorable Court for its Judgment in her favor and against John E. Curran, P.C. for each violation of the FDCPA as enumerated in Paragraphs 37 through 470 hereinabove; awarding Debra R. Twenter statutory damages against John E. Curran, P.C. in the amount of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) for each such violation enumerated in Paragraphs 37 through 471 hereinabove as is provided for in 15 U.S.C.A. § 1692(k); and any other relief this honorable Court deems just and proper under the premises.

#### **Count II – Violations of MMPA**

**COMES NOW** Debra R. Twenter, by and through counsel, Harms Law Office, LLC, and for Count I of her Counter Petition against John E. Curran, P.C. and Curran & Associates for violations of the Missouri Merchandising Practices Act, states and alleges as follows:

471. Twenter hereby restates and realleges the allegations contained in Paragraphs 1 through 470 hereinabove as if more fully set forth herein below.

472. In entering into the Employment Contract, Twenter acted as a reasonable courser would in light of all of the circumstances.

473. The methods, acts, and practices employed by Curran & Associates and John E. Curran, P.C. would cause a reasonable person to enter into the transaction that resulted in Twenter's damages.

474. Twenter's losses and damages can be calculated as the amount of TWENTY-TWO THOUSAND TWO HUNDRED FOUR AND 75/100 DOLLARS (\$22,204.75) said amount being the amount already paid to Curran & Associates which should be ordered disgorged from Curran & Associates and/or John E. Curran, P.C. as a result of their violations of the Missouri Rules of Professional Conduct as described herein above; as well as Twenter's damaged reputation, wasted time, frustration, stress, anxiety, and agitation.

475. As a direct result of the willful and wanton actions of Curran & Associates and John E. Curran, P.C. and pursuant to Section 407.025.2(1) RSMo., this Court should award Twenter punitive damages in an amount reasonably calculated to prevent similarly situated defendants from engaging in like conduct.

476. As a direct result of the actions of Curran & Associates and John E. Curran, P.C., Twenter was forced to retain Harms Law Office, LLC to bring and prosecute this cause of action and is entitled to recover her attorney's fees, based upon the amount of time reasonably expended herein pursuant to 407.025.2(3) RSMo.

**WHEREFORE**, Debra R. Twenter respectfully prays this honorable Court for its Judgment in her favor and against Curran & Associates and John E. Curran, P.C., jointly and severally for her actual damages for Curran & Associates' and John E. Curran, P.C.'s violations of the MMPA in the amount of TWENTY-TWO THOUSAND TWO HUNDRED FOUR AND 75/100 DOLLARS (\$22,204.75) or an amount to be finally proven at trial; awarding Debra R. Twenter punitive damages in an amount reasonably calculated to prevent similarly situated defendants from engaging in like conduct; awarding Debra R. Twenter her attorney's fees, based upon the amount of time reasonably expended herein; and any other relief this honorable Court deems just and proper under the premises.

**Respectfully submitted,**

**HARMS LAW OFFICE, LLC**

By:   
 GERARD "JAY" HARMS, JR. #57802  
 22 North Shore Drive  
 Lake Ozark, MO 65049  
 Phone: (573) 348-9300  
 Facsimile: (573) 348-9301  
 gjharms@harmslawoffice.com

**ATTORNEYS FOR DEFENDANT**  
**Debra R. Twenter**

**CERTIFICATE OF SERVICE**

Pursuant to Rule 55.03(a), the undersigned, hereby certifies that he has signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process. The undersigned further certifies that he filed a copy of the foregoing using Missouri's Electronic Filing system on October 13, 2021, and said system will provide notification of the filing and access to the pleading to all counsel of record.

  
\_\_\_\_\_  
*Harms Law Office, LLC*



DATE: 10-13-18

CLIENT NAME: Debra Hershberger

Re: (Style of Case) Hershberger v. Hershberger

Employment Contract

The law firm of Curran & Associates ("Firm") appreciates the opportunity to be of service, and we thank you for your trust and confidence. This letter is to put in writing our agreement for legal services, and payment of attorney's fees.

CLIENT

SCOPE OF SERVICES

Dissolution of Marriage

(CLIENT NAME) ("Client") is hiring the Firm to represent Client regarding (Matter) ("Matter").

Firm has agreed to represent Client in connection with the Matter, until a settlement or judgment is reached. This agreement does not extend to appeals, writs or other post-trial matters.

Firm agrees to provide reasonable and necessary legal services. However, Firm makes no representation, promises or guarantees as to the outcome of any matter.

ATTORNEY'S FEES AND EXPENSES

\$5000.00

Client agrees to pay the firm a retainer fee of (AMOUNT OF RETAINER) which shall be placed in escrow and drawn down by Firm as used at the hourly billing and expense rates below.

Thereafter, Client will be billed on an hourly basis. Currently, the Firm's hourly rates are as follows:

John E. Curran, Attorney	\$300.00
Derek L. Smith, Associate Attorney	\$225.00
Britnie Byers, Associate Attorney	\$200.00
Nicholas Simpson, Associate Attorney	\$200.00
Diana Harrison, Paralegal	\$ 85.00
Robin Williams, Paralegal	\$ 85.00

Firm reserves the right to change these rates at any time. At the time rates are increased, Client will be notified of such.

Time is billed in quarter hour increments. If less than a quarter-hour is expended, Client will be charged for the full quarter-hour. Mr. Curran bills in 21 minute minimum intervals.

Any court appearance routinely has a minimum one hour charge.

In addition, Firm's current charges for basic expenses are as follows:

Photocopies	\$0.50 per page
Fax transmissions	\$4.00 each
Long distance phone calls	\$9.00 each
Transmittal letters	\$18.50 each
E-mail transmissions	\$4.00 each

Monthly invoices containing an itemization of that month's charges and expenses, and any remaining balance from previous months are sent by email. Firm expects monthly payments of charges unless Client has made other arrangements with Firm.

Any questions concerning statements should be directed to the supervising attorney handling the Matter.

REPRESENTATION

The legal services to be provided include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documents, trial preparation and all related work required to properly represent the client in this matter.

Firm is representing the Client in this Matter. It is understood by Client and any third party assisting Client financially, emotionally or otherwise, that the firm's duty is to act in the best interest of Client, and the Firm cannot share information about Client's case with anyone other than Client without express permission.

The attorney who initially met with Client is the supervising attorney in this matter. The supervising attorney is the attorney ultimately responsible for the legal strategies and decisions made in the Matter.

## History Report



## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/12/2018	JEC	\$105.00	0.35	Conference with client
10/13/2018	JEC	\$300.00	1.00	Meeting with client review case and entries Prep of pleadings
10/13/2018	RLW	\$63.75	0.75	Work on engagement letter and copies
10/15/2018	DAH	\$85.00	1.00	Meeting with client
10/15/2018	JECE	\$8.00	2.00	Email to client
10/15/2018	JECE	\$56.00	14.00	Email from client
10/15/2018	DAH	\$21.25	0.25	Open File procedure
10/15/2018	DAH	\$127.50	1.50	Review email from client - multiple
10/15/2018	JEC	\$225.00	0.75	Meeting with client
10/15/2018	DAH	\$21.25	0.25	Phone call with client
10/16/2018	JECE	\$4.00	1.00	Email to attorney Christy
10/16/2018	JECE	\$8.00	2.00	Email from client Email from attorney Christy
10/16/2018	JECE	\$4.00	1.00	Email to client
10/16/2018	JECE	\$4.00	1.00	Email from client
10/16/2018	JECE	\$6.00	12.00	Photocopy Expense
10/16/2018	DAH	\$42.50	0.50	Conference with Attorney
10/16/2018	JEC	\$225.00	0.75	Review motion for continuance conference with O.A review property statement review Interrog. Answers
10/16/2018	DAH	\$85.00	1.00	Review documents received from client
10/16/2018	DAH	\$63.75	0.75	Organize File
10/16/2018	DAH	\$21.25	0.25	Preparation of pleadings
10/16/2018	DAH	\$212.50	2.50	Meeting with client
10/17/2018	JEC	\$106.00	0.35	Review court appearance dates
10/17/2018	DAH	\$106.25	1.25	Update case file from casenet
10/18/2018	JECE	\$8.00	2.00	Email to client Email to attorney Christy
10/18/2018	JECE	\$12.00	3.00	Email from client Email from attorney Christy
10/18/2018	JECE	\$4.00	1.00	Email from client
10/18/2018	JECE	\$15.00	30.00	Photocopy Expense
10/18/2018	JEC	\$405.00	1.35	Court Appearance Emails with client
10/19/2018	JEC	\$105.00	0.35	Emails with client
10/19/2018	DAH	\$21.25	0.25	Email to client
10/20/2018	JECE	\$4.00	1.00	Email to client
10/20/2018	JECE	\$4.00	1.00	Email from client
10/20/2018	JECE	\$4.00	1.00	Email to client
10/20/2018	JECE	\$4.00	1.00	Email from client
10/22/2018	JECE	\$4.00	1.00	Transmittal Letter
10/23/2018	JECE	\$28.00	7.00	Email from client
10/23/2018	JECE	\$4.00	1.00	Email from court
10/23/2018	DAH	\$42.50	0.50	Work on case map
10/23/2018	DAH	\$21.25	0.25	Review email from client
10/23/2018	DAH	\$127.50	1.50	Preparation of pleadings
10/23/2018	DAH	\$467.50	5.50	Meeting with client
10/23/2018	JEC	\$300.00	1.00	Meeting with client
10/23/2018	JECE	\$4.00	1.00	Transmittal Letter
10/23/2018	JECE	\$4.00	1.00	Email to client
10/24/2018	JECE	\$4.00	1.00	Transmittal Letter



**Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/25/2018	DAH	\$42.50	0.50	Phone call with client
10/26/2018	DAH	\$340.00	4.00	Meeting with client
10/26/2018	JEC	\$30.00	0.10	Review of file
10/26/2018	DAH	\$21.25	0.25	Email to client
10/26/2018	DAH	\$21.25	0.25	Review email re Trust
10/26/2018	JECE	\$8.00	2.00	Email to client
10/26/2018	JECE	\$24.00	6.00	Email to attorney Harms
10/26/2018	JECE	\$4.50	9.00	Email from client
10/26/2018	DAH	\$170.00	2.00	Email from attorney Harms
10/29/2018	DAH	\$42.50	0.50	Photocopy Expense
10/29/2018	DAH	\$63.75	0.75	Work on case map
10/29/2018	DAH	\$106.25	1.25	Review email from client
10/29/2018	JEC	\$105.00	0.35	Work on case map
10/29/2018	DAH	\$21.25	0.25	Meeting with client
10/29/2018	JECE	\$0.50	1.00	Review status of time line
10/29/2018	JECE	\$36.00	9.00	Phone call with client
10/30/2018	DAH	\$42.50	0.50	Photocopy Expense
10/30/2018	DAH	\$170.00	2.00	Email from client
10/30/2018	DAH	\$21.25	0.25	Email to client
10/30/2018	JECE	\$8.00	2.00	Organize File
10/30/2018	JECE	\$4.00	1.00	Work on case map
10/30/2018	JECE	\$4.00	1.00	Email with Client
10/30/2018	JEC	\$105.00	0.35	Email to client
10/31/2018	JECE	\$4.00	1.00	Email from client
10/31/2018	DAH	\$21.25	0.25	Email to court
10/31/2018	DAH	\$297.50	3.50	Attempt to reach O.A
10/31/2018	DAH	\$63.75	0.75	review docket on Adult Abuse
10/31/2018	JEC	\$525.00	1.75	Email from court
10/31/2018	JECE	\$7.00	7.00	Revise Golden Rule letter
10/31/2018	JECE	\$0.50	1.00	Work on case map
10/31/2018	DAH	\$21.25	0.25	Meeting with client
10/31/2018	DAH	\$85.00	1.00	Review order
10/31/2018	JECE	\$3.00	1.00	emails with O.A
10/31/2018	JECE	\$4.00	1.00	emails from client
10/31/2018	JECE	\$20.00	5.00	email to Judge
10/31/2018	JECE	\$12.00	3.00	review discovery issues
10/31/2018	JECE	\$16.00	4.00	Color Photo Copies
11/01/2018	JECE	\$12.00	3.00	Photocopy Expense
11/01/2018	JECE	\$1.00	2.00	Email with Client
11/01/2018	JEC	\$900.00	3.00	Review documents - discovery
11/01/2018	DAH	\$21.25	0.25	Office long distance charges
11/01/2018	JECE	\$4.00	1.00	Transmittal Letter
11/01/2018	JECE	\$4.00	1.00	Email to client
11/01/2018	JECE	\$4.00	1.00	Email to Judge Gilley
11/01/2018	JECE	\$4.00	1.00	Email to attorney Christy
11/01/2018	JECE	\$4.00	1.00	Email from attorney Christy
11/01/2018	JECE	\$4.00	1.00	Email from client
11/01/2018	JECE	\$4.00	1.00	Email to client
11/01/2018	JECE	\$4.00	1.00	Photocopy Expense
11/01/2018	JECE	\$4.00	1.00	Meeting with client
11/01/2018	JECE	\$4.00	1.00	Letter to client
11/01/2018	JECE	\$4.00	1.00	Work on case map
11/01/2018	JECE	\$4.00	1.00	Transmittal Letter

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/01/2018				
11/01/2018	DAH	\$191.25	2.25	Meeting with client
11/01/2018	DAH	\$42.50	0.50	Update file with discovery documents
11/02/2018	JEC	\$150.00	0.50	Review docket sheet review order for appraisals
11/02/2018	DAH	\$85.00	1.00	Work on case map
11/02/2018	JECE	\$2.00	4.00	Photocopy Expense
11/02/2018	JECE	\$16.00	4.00	Email to client
11/02/2018	JECE	\$12.00	3.00	Email from client
11/02/2018	JECE	\$4.00	1.00	Email from court
11/02/2018	DAH	\$42.50	0.50	Email with Client
11/05/2018	JECE	\$16.00	4.00	Email to client
11/05/2018	JECE	\$28.00	7.00	Email from client
11/05/2018	JECE	\$4.00	1.00	Email from court
11/05/2018	DAH	\$85.00	1.00	Email with Client - MULTIPLE
11/05/2018	DAH	\$63.75	0.75	Meeting with client
11/05/2018	DAH	\$106.25	1.25	Preparation of pleadings - Subpoena - 3
11/05/2018	JECE	\$8.00	2.00	Transmittal Letter
11/05/2018	JEC	\$450.00	1.50	Meeting with client emails with Opposing Atty Research amended Adult Abuse
11/05/2018	JECE	\$4.00	1.00	Email from attorney Christy
11/05/2018	JECE	\$8.00	2.00	Email to attorney Christy
11/06/2018	JECE	\$4.00	1.00	Transmittal Letter
11/06/2018	DAH	\$42.50	0.50	Email with Client
11/06/2018	DAH	\$42.50	0.50	Review email and documents from Jay Harms
11/06/2018	JECE	\$3.00	1.00	Long distance charges-660 area
11/06/2018	JEC	\$750.00	2.50	Attempt to reach O.A conference with client conference with Judge K. argued motionh to amend review adult abuse petition email with O.A review docket sheet
11/06/2018	JECE	\$4.00	1.00	Email to client
11/06/2018	JECE	\$8.00	2.00	Email from attorney Harms Email from client
11/06/2018	JECE	\$4.00	1.00	Email from court
11/07/2018	JECE	\$2.00	2.00	Color Photo Copies
11/07/2018	JEC	\$450.00	1.50	Email from O.A review amended petition arguments before Judge
11/07/2018	JECE	\$8.00	2.00	Transmittal Letter
11/07/2018	JECE	\$4.00	1.00	Email to attorney Christy
11/07/2018	JECE	\$8.00	2.00	Email from attorney Christy
11/07/2018	JECE	\$4.00	1.00	Email from client
11/08/2018	JECE	\$8.00	2.00	Email from client
11/08/2018	JECE	\$4.00	1.00	Email from court
11/08/2018	JEC	\$900.00	3.00	Trial Preparation attend hearing
11/08/2018	DAH	\$212.50	2.50	Court Appearance
11/13/2018	JECE	\$4.00	1.00	Email from court
11/14/2018	JEC	\$105.00	0.35	Review entry of appearance by O.A
11/15/2018	JECE	\$4.00	1.00	Transmittal Letter
11/15/2018	DAH	\$21.25	0.25	File status review
11/19/2018	JECE	\$4.00	1.00	Email to Judge Gilley

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/19/2018	DAH	\$21.25	0.25	Prepare email to Judge Gilley
11/19/2018	JECE	\$3.00	1.00	Office long distance charges
11/19/2018	DAH	\$42.50	0.50	Phone call with client and conference with attorney
11/19/2018	JEC	\$105.00	0.35	Email to Judge Gilley review appearance schedule
11/20/2018	JECE	\$4.00	1.00	Email from court
11/21/2018	JECE	\$4.00	1.00	Transmittal Letter
11/21/2018	DAH	\$42.50	0.50	Revise letter to Attorney Saab
11/21/2018	JEC	\$105.00	0.35	Revise letter to new attorney
11/21/2018	JECE	\$4.00	1.00	Email to attorney Saab
11/21/2018	DAH	\$21.25	0.25	Email with Opposing Attorney
11/29/2018	JEC	\$105.00	0.35	Review opposing entry of appearance
11/29/2018	JECE	\$8.00	2.00	Email from court
12/03/2018	DAH	\$21.25	0.25	File status review
12/03/2018	JECE	\$34.02	1.00	Westlaw Research Charges
12/05/2018	JECE	\$4.00	1.00	Email from attorney Saab
12/05/2018	JECE	\$4.00	1.00	Email from court
12/05/2018	JEC	\$105.00	0.35	Review emails from opposing attorney
12/08/2018	JECE	\$4.00	1.00	Email from court
12/07/2018	JEC	\$105.00	0.35	Review adult abuse
12/07/2018	DAH	\$42.50	0.50	Preparation of pleadings - Motion to Compel
12/10/2018	JEC	\$105.00	0.35	Review email from court and Hershberger
12/11/2018	JECE	\$4.00	1.00	Email from court
12/12/2018	DAH	\$21.25	0.25	Finalize Motion to Compel and for Sanctions
12/12/2018	JEC	\$105.00	0.35	Review Opposing pleadings
12/12/2018	JECE	\$4.00	1.00	Email from court
12/13/2018	JEC	\$105.00	0.35	Review status
12/13/2018	DAH	\$21.25	0.25	Phone call with client
12/13/2018	JECE	\$4.00	1.00	Transmittal Letter
12/13/2018	DAH	\$21.25	0.25	Conference with Attorney
12/14/2018	DAH	\$21.25	0.25	Review documents - discovery
12/19/2018	JEC	\$600.00	2.00	Meeting with client
12/19/2018	JECE	\$4.00	1.00	Email from client
12/19/2018	DAH	\$287.50	3.50	Work on case map
12/19/2018	DAH	\$255.00	3.00	Meeting with client
12/20/2018	DAH	\$21.25	0.25	Email with Client
12/20/2018	DAH	\$255.00	3.00	Work on case map
12/20/2018	DLS	\$112.50	0.50	Review stipulation
12/20/2018	JECE	\$4.00	1.00	Email to attorney Saab
12/20/2018	JECE	\$4.00	1.00	Email to client
12/20/2018	JECE	\$4.00	1.00	Email from client
12/20/2018	DAH	\$21.25	0.25	Email with Opposing Attorney
12/20/2018	DAH	\$21.25	0.25	Prepare - Spreadsheets
12/21/2018	DAH	\$42.50	0.50	Review email from client - Multiple
12/21/2018	JECE	\$8.00	2.00	Email to client
12/21/2018	JECE	\$16.00	4.00	Email from client
12/28/2018	JEC	\$105.00	0.35	Review status
1/02/2019	JEC	\$30.00	0.10	Review file
1/04/2019	DAH	\$42.50	0.50	Revise Pleading per Mr. Curran
1/04/2019	DAH	\$191.25	2.25	Work on case map and spreadsheets
1/05/2019	JECE	\$8.00	2.00	Email to client

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/07/2019	DAH	\$42.50	0.50	Phone call with client - multiple
1/07/2019	DAH	\$21.25	0.25	Email with Client
1/07/2019	DAH	\$63.75	0.75	Finalize and File Motion to Compel and For Sanctions with Court.
1/07/2019	JECE	\$8.00	2.00	Email to client
1/07/2019	JECE	\$4.00	1.00	Email from client
1/07/2019	BNB	\$50.00	0.25	Review motion to compel
1/08/2019	DAH	\$85.00	1.00	Deposition Preparation
1/08/2019	JECE	\$8.00	2.00	Email to atty Saab Email to court reporter
1/08/2019	JECE	\$12.00	3.00	Email from court reporter Email from client
1/08/2019	DAH	\$106.25	1.25	Meeting with client
1/10/2019	JEC	\$105.00	0.35	Conference with opposing attorney
1/11/2019	JECE	\$4.00	1.00	Email to client
1/11/2019	DAH	\$21.25	0.25	Email to client
1/11/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
1/14/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
1/14/2019	DAH	\$21.25	0.25	Phone call with opposing attorney
1/14/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
1/14/2019	DAH	\$21.25	0.25	File status review
1/15/2019	DAH	\$21.25	0.25	Order O&E report
1/15/2019	DAH	\$21.25	0.25	Conference with Attorney
1/15/2019	JECE	\$8.00	2.00	Email to title co Email to client
1/16/2019	JEC	\$30.00	0.10	Review file
1/16/2019	JEC	\$105.00	0.35	Review request for appraisals
1/16/2019	DAH	\$21.25	0.25	Review email from opposing attorneys office
1/16/2019	JECE	\$4.00	1.00	Email from attorney Saab's ofc
1/16/2019	JECE	\$4.00	1.00	Email from court
1/17/2019	JEC	\$105.00	0.35	Review status
1/17/2019	DAH	\$21.25	0.25	Conference with Attorney
1/18/2019	JECE	\$4.00	1.00	Email from court
1/18/2019	JECE	\$4.00	1.00	Transmittal Letter
1/18/2019	DAH	\$21.25	0.25	Review email from client
1/19/2019	JECE	\$4.00	1.00	Email from client
1/21/2019	JECE	\$4.00	1.00	Transmittal Letter
1/21/2019	DAH	\$21.25	0.25	Review email from client
1/21/2019	JECE	\$16.00	4.00	Email to title co Email to client
1/21/2019	JECE	\$24.00	6.00	Email from title co. Email from client
1/22/2019	JECE	\$4.00	1.00	Email from court
1/22/2019	JECE	\$1,100.00	4.00	O & E Reports (4 different properties)
1/22/2019	DAH	\$63.75	0.75	Email with Opposing Attorney - Multiple
1/22/2019	DAH	\$63.75	0.75	Email with Client - multiple
1/22/2019	JEC	\$105.00	0.35	Review records of depos status
1/22/2019	DAH	\$21.25	0.25	Email to Court Reporter to cancel deposition
1/22/2019	JECE	\$4.00	1.00	Email from attorney Saab
1/22/2019	JECE	\$32.00	8.00	Email to attorney Saab Email to client Email to court reporter
1/22/2019	JECE	\$20.00	5.00	Email from court reporter Email from client Email from attorney Saab

**Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/22/2019				
1/23/2019	JEC	\$105.00	0.35	Review discovery
1/23/2019	JECE	\$4.00	1.00	Email from court
1/24/2019	JECE	\$4.00	1.00	Transmittal Letter
1/24/2019	JEC	\$225.00	0.75	Court Appearance
1/25/2019	JECE	\$4.00	1.00	Email from court
1/28/2019	JECE	\$36.00	9.00	Email from attorney Saab Email from client
1/28/2019	JECE	\$12.00	3.00	Email to attorney Saab Email to client
1/28/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
1/28/2019	DAH	\$63.75	0.75	Email with Client - Multiple
1/28/2019	DAH	\$21.25	0.25	Phone call with CBOLO
1/28/2019	JECE	\$4.00	1.00	Transmittal Letter
1/28/2019	JEC	\$105.00	0.35	Review appraisal schedule
1/28/2019	JECE	\$4.00	1.00	Email from attorney Saab
1/29/2019	DAH	\$21.25	0.25	Review email from client
1/29/2019	DAH	\$21.25	0.25	Phone call with client
1/29/2019	JEC	\$30.00	0.10	Review file
1/29/2019	JECE	\$1,029.00	1.00	Advance to CBOLO
1/29/2019	JECE	\$20.00	5.00	Email to client Email to attorney Saab
1/29/2019	JECE	\$8.00	2.00	Email from client
1/29/2019	DAH	\$21.25	0.25	Email to client with documents
1/30/2019	DAH	\$127.50	1.50	Meeting with client
1/30/2019	JECE	\$6.00	2.00	Email to client
1/30/2019	JECE	\$8.00	2.00	Email from client
1/31/2019	JECE	\$4.00	1.00	Email to client
1/31/2019	JECE	\$4.00	1.00	Email from client
2/01/2019	DAH	\$21.25	0.25	Phone call with client
2/05/2019	JECE	\$4.00	1.00	Email from client
2/15/2019	JEC	\$30.00	0.10	Review of file
2/19/2019	DAH	\$85.00	1.00	Work on Spreadsheets
2/27/2019	JECE	\$4.00	1.00	Email from client
2/27/2019	DAH	\$21.25	0.25	Phone call with client
2/27/2019	JECE	\$4.00	1.00	Email to client
3/20/2019	JEC	\$105.00	0.35	Email w/ opposing atty
3/20/2019	DAH	\$63.75	0.75	Meeting with client
3/20/2019	JECE	\$4.00	1.00	Email to attorney Saab
3/20/2019	JECE	\$8.00	2.00	Email from attorney Saab
3/21/2019	JEC	\$105.00	0.35	Email to client
3/21/2019	JECE	\$4.00	1.00	Email to client
3/22/2019	JECE	\$8.00	2.00	Transmittal Letter
3/25/2019	JEC	\$150.00	0.50	Emails from opposing attorney and client
3/25/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
3/25/2019	JECE	\$4.00	1.00	Email to client
3/26/2019	JECE	\$4.00	1.00	Email from client
3/26/2019	DAH	\$85.00	1.00	Meeting with client
3/27/2019	JEC	\$750.00	2.50	Trial Preparation
3/27/2019	JECE	\$25.00	1.00	Advance to Evan Meyer
3/27/2019	JECE	\$25.00	1.00	Advance to Sam Maag
3/27/2019	JECE	\$64.00	64.00	Color Photo Copies



## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
3/27/2019	JECE	\$30.00	60.00	Photocopy Expense
3/28/2019	JEC	\$30.00	0.10	Review file
4/02/2019	DAH	\$85.00	1.00	Preparation of pleadings and review documents
4/02/2019	BNB	\$150.00	0.75	Revise revise motion for leave to file first amended petition
4/16/2019	JECE	\$4.00	1.00	Email to from court
4/17/2019	JEC	\$105.00	0.35	Review motions filed by opposing attorney
4/17/2019	JECE	\$4.00	1.00	Email from court
4/18/2019	JECE	\$4.00	1.00	Transmittal Letter
4/23/2019	JEC	\$105.00	0.35	Conference with opposing attorney
4/24/2019	JEC	\$225.00	0.75	Travel to Camden Court appearance
4/24/2019	JECE	\$8.00	2.00	Email from court
4/25/2019	JECE	\$4.00	1.00	Email from court
4/25/2019	JECE	\$4.00	1.00	Transmittal Letter
4/26/2019	JECE	\$4.00	1.00	Transmittal Letter
5/01/2019	BNB	\$200.00	1.00	Court Appearance
5/01/2019	BNB	\$50.00	0.25	Review docket
5/01/2019	BNB	\$50.00	0.25	Meeting with Diana re scheduling order
5/01/2019	DAH	\$21.25	0.25	Conference with Attorney
5/01/2019	DAH	\$21.25	0.25	File status review
5/02/2019	DAH	\$21.25	0.25	Trial Preparation - scheduling order
5/02/2019	JEC	\$105.00	0.35	Review status of scheduling order
5/03/2019	JECE	\$4.00	1.00	Email from court
5/06/2019	JECE	\$4.00	1.00	Transmittal Letter
5/09/2019	JEC	\$30.00	0.10	Review file
5/11/2019	JEC	\$105.00	0.35	Review scheduling order visit with paralegal
5/11/2019	JECE	\$4.00	1.00	Email to client
5/11/2019	DAH	\$21.25	0.25	File pleading with the Court
5/14/2019	JEC	\$105.00	0.35	Conference with opposing attorney
5/20/2019	JEC	\$30.00	0.10	Review file
5/30/2019	JEC	\$105.00	0.35	Conference with opposing attorney
5/31/2019	JECE	\$4.00	1.00	Email from client
6/04/2019	JECE	\$8.00	2.00	Email from client
6/04/2019	DAH	\$63.75	0.75	Meeting with client
6/04/2019	DAH	\$21.25	0.25	Review email from client
6/06/2019	DAH	\$21.25	0.25	Phone call with Brenda Bader
6/06/2019	JECE	\$6.00	2.00	Office long distance charges
6/06/2019	DAH	\$85.00	1.00	Work on case map
6/06/2019	DAH	\$170.00	2.00	Trial Preparation - review discovery documents
6/06/2019	JEC	\$300.00	1.00	Work on numbers and checks
6/07/2019	JEC	\$105.00	0.35	Conference with court clerk
6/07/2019	DAH	\$85.00	1.00	Work on case map
6/08/2019	JECE	\$4.00	1.00	Email to court clerk
6/08/2019	JECE	\$4.00	1.00	Email from court clerk
6/10/2019	JEC	\$300.00	1.00	Meeting with client review
6/10/2019	DAH	\$127.50	1.50	Meeting with client
6/10/2019	JECE	\$4.00	1.00	Email from client
6/10/2019	JECE	\$8.00	2.00	Email from court
6/11/2019	JEC	\$105.00	0.35	Review opposing attorney scheduling order letter to court clerk
6/11/2019	JECE	\$4.00	1.00	Email to court clerk



## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
6/11/2019				
6/11/2019	JECE	\$4.00	1.00	Transmittal Letter
6/11/2019	DAH	\$106.25	1.25	Meeting with client
6/12/2019	JEC	\$30.00	0.10	Review case Status
6/13/2019	DAH	\$21.25	0.25	Phone call with client
6/18/2019	JECE	\$8.00	2.00	Email from client
6/18/2019	JECE	\$4.00	1.00	Email to client
6/18/2019	JEC	\$450.00	1.50	Meeting with client
6/18/2019	DAH	\$212.50	2.50	Meeting with client
6/19/2019	DAH	\$21.25	0.25	Prepare Subpoena to US Post Office
6/19/2019	DAH	\$255.00	3.00	Work on case map
6/19/2019	JECE	\$4.00	1.00	Email to client
6/19/2019	DAH	\$21.25	0.25	Phone call with client
6/19/2019	DAH	\$21.25	0.25	Phone call with Post Office re subpoena
6/20/2019	JECE	\$4.00	1.00	Email from client
6/20/2019	JECE	\$4.00	1.00	Email from court
6/21/2019	JEC	\$105.00	0.35	Email from court clerk
6/22/2019	JECE	\$4.00	1.00	Email from court clerk
6/22/2019	JECE	\$4.00	1.00	Email to client
6/22/2019	JECE	\$4.00	1.00	Email to court clerk
6/25/2019	JECE	\$4.00	1.00	Email from court
6/26/2019	JECE	\$4.00	1.00	Transmittal Letter
6/26/2019	JEC	\$105.00	0.35	Review Saabs available dates
6/26/2019	JECE	\$8.00	2.00	Email to client
6/26/2019	JECE	\$4.00	1.00	Email to court reporter
6/26/2019	DAH	\$63.75	0.75	Email from court reporter
6/27/2019	DAH	\$65.00	1.00	Deposition Preparation - Post Office
6/27/2019	DAH	\$63.75	0.75	Phone call with client
6/27/2019	JECE	\$4.00	1.00	Interview witness at Home Depot - Patty Faught
6/27/2019	JECE	\$4.00	1.00	Email to court reporter
6/27/2019	JECE	\$4.00	1.00	Email from court reporter
6/27/2019	JECE	\$35.00	1.00	Service of Subpoena on Post office
6/28/2019	DAH	\$21.25	0.25	Conference with Attorney
6/28/2019	JECE	\$4.00	1.00	Email to attorney Saab
6/28/2019	JECE	\$4.00	1.00	Email from court
6/28/2019	JEC	\$225.00	0.75	Conference with clerk of court
6/28/2019				review docket entry
6/28/2019				review client's spreadsheets
6/28/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
6/28/2019	JEC	\$105.00	0.35	Review scheduling order
7/01/2019	JECE	\$4.00	1.00	Transmittal Letter
7/02/2019	MDM	\$42.50	0.50	Letter to client re pretrial and trial
7/02/2019				Docket deadlines
7/08/2019	JEC	\$105.00	0.35	Review postmaster status
7/09/2019	JECE	\$8.00	2.00	Email from client
7/10/2019	JECE	\$4.00	1.00	Email from client
7/10/2019	JECE	\$4.00	1.00	Email to client
7/11/2019	DAH	\$21.25	0.25	Review email from client
7/15/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
7/15/2019	DAH	\$85.00	1.00	Work on case map
7/15/2019	JECE	\$4.00	1.00	Email to atty Joe Saab
7/15/2019	DAH	\$42.50	0.50	Deposition Preparation - documents Post Office
7/15/2019	JEC	\$105.00	0.35	Conference with opposing attorney
7/15/2019				review P.O records

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
7/15/2019				
7/15/2019	DAH	\$21.25	0.25	Phone call with US Post Office
7/19/2019	DAH	\$42.50	0.50	Preparation of pleadings - file with court
7/31/2019	JEC	\$105.00	0.35	Letter to opposing attorney
7/31/2019	JECE	\$4.00	1.00	Email from atty Saab
7/31/2019	JECE	\$4.00	1.00	Email from court
8/01/2019	JECE	\$4.00	1.00	Transmittal Letter
8/02/2019	RLW	\$21.25	0.25	Received and reviewed notice of court entry with COM of Respondent's First Supplemental Answers to Petitioner's 1st Rgs and 2nd Supplemental Responses to Petitioner's 1st RFP.
8/02/2019	JECE	\$4.00	1.00	Email from court
8/02/2019	JEC	\$105.00	0.35	Review case management order
8/02/2019	DAH	\$42.50	0.50	Preparation of pleadings - Motion to Extend Scheduling Order
8/02/2019	JECE	\$4.00	1.00	Transmittal Letter
8/06/2019	DAH	\$42.50	0.50	Preparation of pleadings
8/08/2019	JECE	\$4.00	1.00	Email from court
8/08/2019	DAH	\$42.50	0.50	Finalize and file with Court Motion to Extend Scheduling Order
8/08/2019	DAH	\$21.25	0.25	Email with Client
8/08/2019	JEC	\$225.00	0.75	Review & preparation of notice & motion
8/08/2019	JECE	\$4.00	1.00	Email to client
8/09/2019	JECE	\$4.00	1.00	Transmittal Letter
8/21/2019	DAH	\$21.25	0.25	Phone call with client
8/21/2019	DAH	\$42.50	0.50	Prepare for Hearing
8/21/2019	JECE	\$4.00	4.00	Color Photo Copies
8/22/2019	JEC	\$300.00	1.00	Court Appearance
8/22/2019	DAH	\$21.25	0.25	File status review
8/23/2019	JECE	\$4.00	1.00	Email from court
8/23/2019	JEC	\$30.00	0.10	Review of file
8/26/2019	JECE	\$4.00	1.00	Transmittal Letter
8/26/2019	MDM	\$21.25	0.25	Email to client
9/05/2019	DAH	\$21.25	0.25	File status review
9/10/2019	DAH	\$127.50	1.50	Trial Preparation
9/10/2019	JEC	\$105.00	0.35	Review cases
9/10/2019	DAH	\$85.00	1.00	Trial Preparation
9/11/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
9/11/2019	DAH	\$340.00	4.00	Research and review for deposition - depo questions
9/11/2019	JECE	\$12.00	3.00	Email to attorney Saab Email to client
9/11/2019	JEC	\$225.00	0.75	Review status of discovery Conference with opposing atty
9/11/2019	JECE	\$4.00	1.00	Email from client
9/11/2019	DAH	\$21.25	0.25	Conference with Attorney
9/12/2019	DAH	\$42.50	0.50	Deposition Preparation
9/12/2019	JEC	\$105.00	0.35	Email to opposing atty
9/12/2019	JECE	\$4.00	1.00	Email to attorney Saab
9/16/2019	DAH	\$21.25	0.25	Email with Client
9/16/2019	JECE	\$4.00	1.00	Email from attorney Saab
9/16/2019	JECE	\$4.00	1.00	Email to client
9/16/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
9/16/2019	JECE	\$4.00	1.00	Transmittal Letter
9/16/2019	JEC	\$105.00	0.35	Email from opposing atty
9/18/2019	JECE	\$4.00	1.00	Email to atty Saab
9/19/2019	DAH	\$21.25	0.25	Review email from client

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt	Dur/Quantity	Description
9/19/2019	JECE	\$8.00	2.00	Email from client
9/19/2019	JECE	\$4.00	1.00	Email from attorney Saab
9/19/2019	JECE			Email to client
9/19/2019	JECE	\$4.00	1.00	Transmittal Letter
9/20/2019	JECE	\$4.00	1.00	Email from court reporter
9/20/2019	DAH	\$21.25	0.25	Review email from Court
9/20/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
9/20/2019	JEC	\$105.00	0.35	Review depo notices
9/20/2019	DAH	\$170.00	2.00	Preparation of pleadings - Notices for Depositions
9/20/2019	JECE	\$12.00	3.00	Email to Attorney Saab
9/21/2019	JEC	\$105.00	0.35	Email to court reporter
9/21/2019	JEC			Review depo notice
9/23/2019	JECE	\$4.00	1.00	Email to attorney Saab
9/23/2019	JECE	\$20.00	5.00	Email from Lisa Angell
9/23/2019	DAH	\$63.75	0.75	Research on tax law and emails with accountant
9/23/2019	DAH	\$85.00	1.00	Deposition Preparation - questions
9/23/2019	DAH	\$85.00	1.00	Preparation of pleadings - Amended Notice of Deposition
9/23/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
9/23/2019	JECE	\$16.00	4.00	Email to Lisa Angell
9/24/2019	JEC	\$30.00	0.10	Review of file
9/24/2019	DAH	\$21.25	0.25	Review email from Court
9/25/2019	DAH	\$42.50	0.50	File status review and casemap work
9/30/2019	DAH	\$21.25	0.25	Work on case map
10/03/2019	JECE	\$8.00	2.00	Email from client
10/03/2019	JECE	\$4.00	1.00	Email to court reporter
10/04/2019	JECE	\$4.00	1.00	Transmittal Letter
10/07/2019	JEC	\$105.00	0.35	Memo to paralegal
10/15/2019	JECE	\$4.00		Review
10/15/2019	JECE	\$4.00	1.00	Email to client
10/15/2019	DAH	\$21.25	0.25	Review email from Court
10/15/2019	DAH	\$42.50	0.50	Preparation of pleadings - Supplement to Interrogatories
10/15/2019	DAH	\$21.25	0.25	Email to client
10/15/2019	JECE	\$4.00	1.00	Email from court
10/15/2019	JEC	\$30.00	0.10	Review case status
10/15/2019	JECE	\$4.00	1.00	Email from attorney Saab
10/16/2019	JECE	\$4.00	1.00	Email to court reporter
10/16/2019	JECE	\$12.00	3.00	Email from client
10/16/2019	JECE			Email from court reporter
10/16/2019	JECE	\$4.00	1.00	Email from court
10/16/2019	DAH	\$106.25	1.25	Deposition Preparation
10/16/2019	DAH	\$21.25	0.25	Email with Court Reporter
10/16/2019	DAH	\$21.25	0.25	Email with Client
10/17/2019	JECE	\$8.00	2.00	Transmittal Letter
10/17/2019	JECE	\$4.00	1.00	Email to attorney Saab
10/17/2019	DAH	\$21.25	0.25	Review email from Court
10/17/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
10/18/2019	DAH	\$21.25	0.25	Phone call with client
10/18/2019	JEC	\$150.00	0.50	Email from opposing atty
10/18/2019	JEC			Review worker lists
10/18/2019	JECE	\$3.00	3.00	Color Photo Copies
10/18/2019	JECE	\$1.00	2.00	Photocopy Expense
10/18/2019	DAH	\$486.75	5.75	Deposition Preparation
10/18/2019	JECE	\$4.00	1.00	Email from attorney Saab

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/18/2019	JECE	\$4.00	1.00	Email to client
10/19/2019	DAH	\$276.25	3.25	Deposition Preparation
10/19/2019	DAH	\$21.25	0.25	Phone call with client
10/19/2019	JEC	\$1,500.00	5.00	Deposition Preparation; Conference with client
10/21/2019	JECE	\$4.00	1.00	Transmittal Letter
10/21/2019	JECE	\$4.00	1.00	Email from client
10/21/2019	JECE	\$30.00	1.00	Advance to Menards
10/21/2019	JECE	\$30.00	1.00	Advance to Home Depot
10/21/2019	DAH	\$21.25	0.25	Phone call with Boone County Circuit Clerk.
10/21/2019	DAH	\$403.75	4.75	Trial Preparation
10/21/2019	DAH	\$42.50	0.50	Email with Opposing Attorney and letter
10/21/2019	DAH	\$21.25	0.25	Review email from client
10/21/2019	JEC	\$150.00	0.50	Deposition Preparation Review accountant's records
10/21/2019	DAH	\$21.25	0.25	Phone call with client
10/21/2019	JECE	\$24.00	6.00	Email to attorney Saab Email to client Email to court reporter
10/22/2019	JECE	\$8.00	2.00	Email from attorney Saab
10/22/2019	JECE	\$20.00	5.00	Email to attorney Saab Email to client
10/22/2019	JECE	\$24.00	6.00	Email from client Email from attorney Saab
10/22/2019	JECE	\$4.00	1.00	Transmittal Letter
10/22/2019	DAH	\$340.00	4.00	Trial Preparation
10/22/2019	JEC	\$150.00	0.50	Review docket entries Multiple emails from opposing atty Instructions to paralegal
10/23/2019	JECE	\$4.00	1.00	Email from attorney Saab
10/23/2019	JECE	\$38.00	1.00	Advance to Brenda Bader
10/23/2019	JECE	\$8.00	2.00	Email to client
10/23/2019	JECE	\$4.00	1.00	Email from client
10/23/2019	JECE	\$8.00	2.00	Email from court
10/23/2019	JECE	\$4.00	1.00	Transmittal Letter
10/23/2019	JEC	\$150.00	0.50	Deposition Preparation Review new discovery
10/23/2019	JECE	\$70.00	2.00	Service of two subpoenas
10/23/2019	DAH	\$85.00	1.00	Email with Client
10/23/2019	DAH	\$255.00	3.00	Work on case map
10/24/2019	JECE	\$8.00	2.00	Email from court
10/24/2019	JECE	\$8.00	2.00	Transmittal Letter
10/24/2019	JEC	\$1,950.00	6.50	Prepare for deposition
10/24/2019	JEC	\$225.00	0.75	Review tax return
10/24/2019	JECE	\$1.50	3.00	Photocopy Expense
10/24/2019	DAH	\$425.00	5.00	Deposition Preparation
10/24/2019	MLH	\$250.00	1.25	Research on marital distribution of separate property
10/24/2019	DAH	\$362.50	4.50	Meeting with client
10/24/2019	JECE	\$8.00	2.00	Email from atty Saab Email from CCCR
10/24/2019	JECE	\$12.00	3.00	Email to CCCR Email to Home Depot Email to client
10/24/2019	JECE	\$20.00	5.00	Email from client Email from Jacob Hershberger Email from CCCR

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/24/2019				Email from Home Depot
10/25/2019	JECE	\$8.00	2.00	Transmittal Letter
10/25/2019	MDM	\$510.00	6.00	Depo preparation video deposition of Jacob Hershberger
10/25/2019	JEC	\$3,450.00	11.50	Deposition Preparation Attend depositions Meeting with client Letter to opposing attorney
10/25/2019	DAH	\$680.00	8.00	Deposition Preparation and attendance
10/26/2019	JEC	\$105.00	0.35	Review depo questions
10/26/2019	JECE	\$4.00	1.00	Email to client
10/26/2019	JECE	\$8.00	2.00	Email from court
10/26/2019	JECE	\$5.00	10.00	Photocopy Expense
10/28/2019	JECE	\$4.00	1.00	Transmittal Letter
10/28/2019	JECE	\$8.00	2.00	Email to attorney Saab Email to client
10/28/2019	JECE	\$4.00	1.00	Email to client
10/28/2019	JECE	\$12.00	3.00	Email from Vonda Duncan Email from client
10/28/2019	JECE	\$4.00	1.00	Email from court
10/28/2019	JEC	\$150.00	0.50	Emails with opposing atty Emails with client
10/28/2019	DAH	\$85.00	1.00	Organize File to produce exhibits of deposition
10/28/2019	DAH	\$21.25	0.25	Phone call with client
10/28/2019	MDM	\$63.75	0.75	Upload video depo to computer-link to TM Email copy to attorney Saab
10/28/2019	DAH	\$21.25	0.25	Review email from Court
10/28/2019	DAH	\$21.25	0.25	Review emails from opposing attorney
10/28/2019	DAH	\$21.25	0.25	Phone call with Central Bank
10/29/2019	JECE	\$12.00	3.00	Email to client Email to court reporter
10/29/2019	JECE	\$16.00	4.00	Email from client Email from court reporter
10/29/2019	JEC	\$105.00	0.35	Review email Instructions to paralegal
10/29/2019	JECE	\$4.00	1.00	Transmittal Letter
10/29/2019	JECE	\$4.00	1.00	Email from Alex Meyers
10/30/2019	DAH	\$63.75	0.75	Attempt to contact Home Depot
10/30/2019	JECE	\$4.00	1.00	Email to atty Joe Saab
10/30/2019	JECE	\$8.00	2.00	Email from CCCR
10/30/2019	JEC	\$150.00	0.50	Email from opposing atty Emails from Home Depot
10/30/2019	JECE	\$16.00	4.00	Email to client Email to CCCR Email to Brenda Bader
10/30/2019	JECE	\$112.00	28.00	Email from client Emails from Brenda Bader Emails from CCCR Email from atty Saab
10/30/2019	JECE	\$4.00	1.00	Transmittal Letter
10/31/2019	JECE	\$4.00	1.00	Transmittal Letter
10/31/2019	JECE	\$4.00	1.00	Email to court reporter
10/31/2019	DAH	\$21.25	0.25	Email with court reporter for Home Depot
10/31/2019	JECE	\$4.00	1.00	Email to court reporter
10/31/2019	JECE	\$12.00	3.00	Email from client Email from court reporter



## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
10/31/2019				
10/31/2019	JEC	\$105.00	0.35	Research
10/31/2019	JEC	\$300.00	1.00	Review documents Attend Home Depot deposition Emails with Court reporter Email from court reporter
10/31/2019	RLW	\$42.50	0.50	Conference with Attorney Curran regarding records deposition checklist; research information; conference with attorney Smith - provide Business records affidavit.
10/31/2019	JECE	\$5.00	5.00	Color Photo Copies
10/31/2019	DLS	\$125.00	0.50	Review notice to take depo prepare for business records depo
11/01/2019	JECE	\$8.00	2.00	Email to client Email to attorney Saab
11/01/2019	JECE	\$4.00	1.00	Email from court reporter
11/01/2019	MLH	\$150.00	0.75	Begin reviewing depo transcript for admissions
11/01/2019	JEC	\$150.00	0.50	Email from court reporter Review status of pre-marital contributions Email to client
11/01/2019	JECE	\$0.50	1.00	Photocopy Expense
11/01/2019	JECE	\$1.00	1.00	Color Photo Copies
11/01/2019	JECE	\$64.50	1.00	Westlaw Research Charges
11/04/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
11/04/2019	MLH	\$50.00	0.25	Review: continue reviewing the depo transcript for admissions
11/04/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
11/04/2019	DAH	\$21.25	0.25	Review email from Court
11/04/2019	JEC	\$30.00	0.10	Review of file
11/04/2019	JEC	\$105.00	0.35	Review depo problem
11/04/2019	DAH	\$21.25	0.25	Phone call with client
11/05/2019	MLH	\$50.00	0.25	Draft proposed order to show cause
11/05/2019	DAH	\$42.50	0.50	Preparation of pleadings - Contempt Motion
11/05/2019	MLH	\$50.00	0.25	Prepare Notice of 112119 Hearing
11/05/2019	MLH	\$100.00	0.50	Draft Motion for Contempt by Home Depot
11/05/2019	JEC	\$300.00	1.00	Research on pre-marital advances Review property statement Review contempt motion
11/05/2019	MLH	\$50.00	0.25	Email with Diana
11/05/2019	JECE	\$3.50	7.00	Photocopy Expense
11/05/2019	DAH	\$255.00	3.00	Organize File and prepare exhibits for Saab
11/05/2019	JECE	\$16.00	4.00	Email from court
11/05/2019	MLH	\$50.00	0.25	Conference with JEC
11/05/2019	MLH	\$50.00	0.25	File Motion for Contempt and Sanctions and Notice of Hearing
11/05/2019	MLH	\$50.00	0.25	Revise Notice of Hearing for Contempt Order
11/05/2019	MLH	\$100.00	0.50	Revise Motion for Contempt and Sanctions
11/05/2019	DAH	\$42.50	0.50	Review email from Court
11/06/2019	JECE	\$1.00	1.00	Color Photo Copies
11/06/2019	MLH	\$300.00	1.50	Review Respondent's depo transcript for admissions
11/06/2019	JECE	\$12.00	3.00	Email to client
11/06/2019	JECE	\$24.00	6.00	Email from client
11/06/2019	JECE	\$4.00	1.00	Email from court
11/06/2019	DAH	\$42.50	0.50	Email with Client
11/06/2019	DAH	\$85.00	1.00	Phone call with client - multiple
11/06/2019	JECE	\$4.00	1.00	Transmittal Letter



## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/06/2019				
11/06/2019	MLH	\$400.00	2.00	Draft 1st Amended Petition
11/06/2019	DAH	\$255.00	3.00	Research with client to complete Amended Property Statement
11/06/2019	JEC	\$225.00	0.75	Review status of property statement and amended petition
11/06/2019	MLH	\$200.00	1.00	Revise 1st amended petition
11/06/2019	DAH	\$85.00	1.00	Trial Preparation
11/06/2019	MLH	\$100.00	0.50	Calculate money spent on Respondent pre-marriage by category
11/07/2019	JECE	\$4.00	1.00	Transmittal Letter
11/07/2019	JEC	\$150.00	0.50	Emails with opposing atty
11/07/2019	DAH	\$21.25	0.25	Revise schedules
11/07/2019	DAH	\$21.25	0.25	Email with Opposing Attorney
11/07/2019	DAH	\$276.25	3.25	Phone call with opposing attorney's office
11/07/2019	DAH	\$33.75	0.75	Trial Preparation
11/07/2019	DAH	\$63.75	0.75	Email with Client - multiple
11/07/2019	JECE	\$4.00	1.00	Phone call with client - multiple
11/07/2019	JECE	\$16.00	4.00	Email to attorney Saab
11/07/2019	JECE	\$24.00	6.00	Email from attorney Saab
11/07/2019	DAH	\$42.50	0.50	Email from client
11/07/2019	DAH	\$85.00	1.00	Email to attorney Saab
11/08/2019	DAH	\$21.25	0.25	Email to client
11/08/2019	JECE	\$4.00	1.00	Update Property Division Worksheet on case
11/11/2019	DAH	\$21.25	0.25	Prepare responses to Respondent 2nd RFP, serve upon opposing attorney file COM
11/12/2019	JECE	\$8.00	2.00	Review email from Court
11/12/2019	JECE	\$4.00	1.00	Transmittal Letter
11/12/2019	DAH	\$42.50	0.50	Review email from Court
11/12/2019	JEC	\$150.00	0.50	Email from client
11/12/2019	MLH	\$250.00	1.25	Review email from client
11/13/2019	MLH	\$100.00	0.50	Review docket entries
11/13/2019	DAH	\$21.25	0.25	Email from opposing atty
11/13/2019	MLH	\$250.00	1.25	Prepare for hearing
11/13/2019	JEC	\$1,050.00	3.50	Review Amended Petition
11/13/2019	JECE	\$1.00	2.00	Revise 1st Amended Petition
11/13/2019	DAH	\$85.00	1.00	Revise and file Show Cause Order
11/13/2019	JECE	\$4.00	1.00	Review Amended Petition
11/13/2019	JECE	\$12.00	3.00	Review and revise Petitioner's 1st Amended Petition
11/13/2019	DAH	\$21.25	0.25	Emails from opposing atty
11/13/2019	JECE	\$8.00	2.00	Court appearance
11/13/2019	JECE	\$16.00	4.00	Meeting with client
11/13/2019	MLH	\$100.00	0.50	Review Amended Petition
11/13/2019	DAH	\$42.50	0.50	Photocopy Expense
11/14/2019	JECE	\$35.00	1.00	Meeting with client
11/14/2019	DAH	\$21.25	0.25	Email from atty Saab
				Email from client
				Email from court
				Draft Judgment of Contempt
				Preparation of pleadings
				Advance to Douglas Culver
				Review email from Court

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
11/14/2019				
11/14/2019	JECE	\$12.00	3.00	Email from court
11/14/2019	JECE	\$8.00	2.00	Transmittal Letter
11/14/2019	DAH	\$21.25	0.25	Review email from Court
11/14/2019	MLH	\$50.00	0.25	Work: service on show cause order (includes phone call to Doug Culver)
11/15/2019	JECE	\$4.00	1.00	Transmittal Letter
11/15/2019	JECE	\$4.00	1.00	Email to client
11/15/2019	DAH	\$63.75	0.75	Work on discovery responses
11/15/2019	DAH	\$21.25	0.25	Email with Client
11/18/2019	JECE	\$16.00	4.00	Email to client
11/18/2019				Email to Beth Boggs
11/18/2019	JECE	\$8.00	2.00	Email from client
11/18/2019	DAH	\$63.75	0.75	Review documents - discovery provided by Jacob Hershberger
11/18/2019	DAH	\$21.25	0.25	File status review
11/18/2019	JEC	\$225.00	0.75	Meeting with atty Boggs
11/18/2019	DAH	\$63.75	0.75	Meeting with attorney for Home Depot
11/18/2019	DAH	\$21.25	0.25	Email with Client
11/19/2019	JECE	\$4.00	1.00	Email to client
11/19/2019	JECE	\$4.00	1.00	Email from client
11/19/2019	DAH	\$21.25	0.25	Review email from client
11/20/2019	JECE	\$4.00	1.00	Email from client
11/20/2019	DAH	\$21.25	0.25	Prepare Expense report on costs of Home Depot deposition
11/20/2019	DAH	\$21.25	0.25	Phone call with client
11/20/2019	DAH	\$21.25	0.25	Review email from client
11/20/2019	JEC	\$150.00	0.50	Review motions
11/20/2019				Emails with Home Depot atty Boggs
11/20/2019	JECE	\$4.00	1.00	Email to atty Beth Boggs
11/20/2019	JECE	\$8.00	2.00	Email from atty Beth Boggs
11/21/2019	JECE	\$4.00	1.00	Transmittal Letter
11/21/2019	JEC	\$225.00	0.75	Court Appearance
11/22/2019				Conference with opposing atty
11/22/2019	JECE	\$8.00	2.00	Email from court
11/26/2019	JEC	\$105.00	0.35	Review supplemental answer
11/25/2019	DAH	\$42.50	0.50	Phone call with client
11/25/2019	JECE	\$4.00	1.00	Email to client
11/25/2019	JECE	\$4.00	1.00	Transmittal Letter
11/26/2019	DAH	\$86.00	1.00	Finalize supplemental discovery serve upon opposing attorney
11/26/2019	JECE	\$4.00	1.00	Email to atty Joe Saab
11/26/2019	JECE	\$4.00	1.00	Email from court
11/27/2019	JECE	\$12.00	3.00	Email to client
11/27/2019	DAH	\$21.25	0.25	Conference with Attorney and client by phone
11/27/2019	DAH	\$42.50	0.50	Email with Client
11/27/2019	JEC	\$30.00	0.10	Review case status
11/27/2019	JEC	\$105.00	0.35	Emails with atty Boggs
11/27/2019	JECE	\$3.00	1.00	Long distance charges - Boonville
11/27/2019	JEC	\$150.00	0.50	Conference with client
11/27/2019				Review status of discovery
11/27/2019	JECE	\$8.00	2.00	Email to Beth Boggs
11/27/2019	JECE	\$4.00	1.00	Email from Beth Boggs
12/01/2019	JECE	\$4.00	1.00	Email from Beth Boggs
12/01/2019	JECE	\$8.00	2.00	Email from client
2/02/2019	JECE	\$4.00	1.00	Transmittal Letter
2/02/2019	DAH	\$42.50	0.50	Review email from client - Multiple
2/02/2019	DAH	\$42.50	0.50	Prepare Subpoena's for Witness

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
12/02/2019				
12/02/2019	DAH	\$42.50	0.50	Update discovery
12/02/2019	DAH	\$42.50	0.50	Phone call with client
12/02/2019	JEC	\$150.00	0.50	Conference with paralegal Email from Home Depot attorney Review file and make sure affidavits are filed
12/02/2019	JECE	\$3.00	3.00	Color Photo Copies
12/02/2019	DAH	\$170.00	2.00	Trial Preparation
12/02/2019	JECE	\$8.00	2.00	Email from client
12/02/2019	JECE	\$8.00	2.00	Email to client
12/02/2019	JECE	\$4.00	1.00	Email from court
12/03/2019	DAH	\$21.25	0.25	Review email from Court
12/03/2019	JECE	\$12.00	12.00	Color Photo Copies
12/03/2019	JECE	\$5.00	10.00	Photocopy Expense
12/03/2019	JECE	\$8.00	2.00	Email from client Email from attorney Saab
12/03/2019	JECE	\$8.00	2.00	Email to attorney Saab
12/03/2019	JECE	\$8.00	2.00	Email from court
12/03/2019	JEC	\$450.00	1.50	Court Appearance Trial preparation
12/03/2019	DAH	\$167.50	1.75	Trial Preparation
12/03/2019	MLH	\$225.00	1.00	Court Appearance: observation
12/03/2019	DAH	\$22.50	0.25	Review email from client
12/03/2019	MLH	\$150.00	0.75	Prepare for motion hearing
12/03/2019	DAH	\$22.50	0.25	Email with Opposing Attorney
12/03/2019	DAH	\$45.00	0.50	Phone call with client
12/03/2019	DAH	\$67.50	0.75	Prepare Subpoena's for service
12/03/2019	JECE	\$8.00	2.00	Transmittal Letter
12/04/2019	JEC	\$300.00	1.00	Meeting with client Review depo notice
12/04/2019	JECE	\$25.00	1.00	Advance to Anthony Schoten
12/04/2019	JECE	\$26.00	1.00	Advance to Travis Blackmon
12/04/2019	JECE	\$26.00	1.00	Advance to Keith Odell
12/04/2019	DAH	\$45.00	0.50	Email with Opposing Attorney
12/04/2019	DAH	\$112.50	1.25	Meeting with client
12/04/2019	JECE	\$12.00	3.00	Email to attorney Saab
12/04/2019	JECE	\$12.00	3.00	Email from court
12/04/2019	DAH	\$22.50	0.25	Review email from Court
12/04/2019	DAH	\$90.00	1.00	Trial Preparation
12/05/2019	DAH	\$45.00	0.50	Email with Client and research
12/05/2019	DAH	\$22.50	0.25	Phone call with client
12/05/2019	JEC	\$750.00	2.50	Trial Preparation
12/05/2019	DAH	\$270.00	3.00	Trial Preparation
12/05/2019	DAH	\$180.00	2.00	Meeting with client
12/05/2019	JECE	\$4.00	1.00	Transmittal Letter
12/06/2019	MLH	\$225.00	1.00	Prepare questions for recovery of attorney's fees in contempt motion
12/06/2019	JECE	\$2.00	2.00	Color Photo Copies
12/06/2019	JECE	\$13.50	27.00	Photocopy Expense
12/06/2019	DAH	\$45.00	0.50	Work on case map
12/06/2019	JECE	\$8.00	2.00	Email from client
12/06/2019	JECE	\$8.00	2.00	Email to client
12/06/2019	DAH	\$270.00	3.00	Trial Preparation
12/06/2019	JECE	\$4.00	1.00	Email from court
12/06/2019	JEC	\$300.00	1.00	Trial Preparation Review entry by Home Depot

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
12/06/2019				
12/07/2019	JECE	\$28.00	7.00	Email from court
12/07/2019	JECE	\$2.00	2.00	Color Photo Copies
12/07/2019	JECE	\$16.00	4.00	Email to attorney Saab Email to client Email to Susan Twitchell
12/07/2019	JECE	\$8.00	2.00	Email from client Email from Susan Twitchell
12/09/2019	JECE	\$16.00	4.00	Email to client
12/09/2019	JECE	\$8.00	2.00	Email from court
12/09/2019	DAH	\$45.00	0.50	Research for Trial
12/09/2019	DAH	\$22.50	0.25	File pleading with Court
12/09/2019	DAH	\$22.50	0.25	Review email from Court
12/09/2019	DAH	\$45.00	0.50	Email with Client
12/09/2019	JECE	\$8.00	2.00	Transmittal Letter
12/09/2019	JECE	\$12.00	3.00	Email from client
12/10/2019	DAH	\$90.00	1.00	Trial Preparation - Research
12/10/2019	DAH	\$22.50	0.25	Review email from client
12/10/2019	JECE	\$4.00	1.00	Transmittal Letter
12/10/2019	JECE	\$4.00	1.00	Email from attorney Saab
12/10/2019	JECE	\$4.00	1.00	Email to attorney Saab
12/10/2019	DAH	\$22.50	0.25	Phone call with client
12/11/2019	DAH	\$22.50	0.25	Email with Opposing Attorney
12/11/2019	JECE	\$4.00	1.00	Transmittal Letter
12/11/2019	JECE	\$8.00	2.00	Email from court
12/11/2019	DAH	\$22.50	0.25	Preparation of pleadings - Motion to Tax as Costs
12/11/2019	DAH	\$135.00	1.50	Trial Preparation
12/12/2019	JECE	\$4.00	1.00	Transmittal Letter
12/13/2019	MLH	\$225.00	1.00	Work on transcribing depo admissions
12/13/2019	DAH	\$22.50	0.25	Phone call with client and Rick Templemire
12/13/2019	JEC	\$105.00	0.35	Trial Preparation
12/13/2019	DAH	\$270.00	3.00	Trial Preparation - Witness questions and Exhibit
12/13/2019	DAH	\$90.00	1.00	Work on case map
12/13/2019	JECE	\$4.00	1.00	Email to client
12/13/2019	JECE	\$4.00	1.00	Email from client
12/16/2019	JEC	\$105.00	0.35	Review expert status
12/16/2019	MLH	\$225.00	1.00	Work on capturing Respondent's depo admissions
12/17/2019	JEC	\$225.00	0.75	Review opposing attorney's motion Review docket sheet Review general contractor notes
12/17/2019	DAH	\$22.50	0.25	Review email from Court
12/17/2019	JECE	\$8.00	2.00	Email from client
12/17/2019	JECE	\$12.00	3.00	Email from court
12/17/2019	MLH	\$281.25	1.25	Work on capturing Respondent's depo admissions
12/18/2019	DAH	\$45.00	0.50	Conference with Attorney
12/18/2019	JEC	\$705.00	2.35	Court Appearance Review contractor notes
12/18/2019	JECE	\$4.00	1.00	Transmittal Letter
12/18/2019	MLH	\$56.25	0.25	Finalize Respondent's depo admissions
12/18/2019	JECE	\$4.00	1.00	Email from client
12/18/2019	JECE	\$4.00	1.00	Email to client
12/18/2019	JECE	\$4.00	1.00	Email to client
12/18/2019	DAH	\$22.50	0.25	Review email from client
12/18/2019	DAH	\$22.50	0.25	Phone call with client

## History Report

Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
12/20/2019	JEC	\$105.00	0.35	Review motion for contempt
12/20/2019	DAH	\$22.50	0.25	Review email from Court
12/21/2019	JECE	\$8.00	2.00	Email from court
12/23/2019	JEC	\$105.00	0.35	Review supplemental discovery answer
12/23/2019	JECE	\$4.00	1.00	Email from attorney Saab
12/23/2019	JECE	\$4.00	1.00	Email from client
12/23/2019	JECE	\$4.00	1.00	Transmittal Letter
12/24/2019	JECE	\$4.00	1.00	Email from court
12/24/2019	JECE	\$4.00	1.00	Transmittal Letter
12/26/2019	JECE	\$8.00	2.00	Email from court
12/26/2019	MLH	\$168.75	0.75	Review Home Depot's Response to the Show Cause Order
12/26/2019	JEC	\$105.00	0.35	Review pleadings by O.A.
12/26/2019	MLH	\$225.00	1.00	Review exhibits on contempt citation
12/27/2019	JECE	\$4.00	1.00	Research service of subpoena rules and caselaw
12/27/2019	JECE	\$4.00	1.00	Transmittal Letter
12/30/2019	JECE	\$153.00	1.00	Email from client
12/30/2019	JECE	\$4.00	1.00	Advance to Capital City Court Reporting
12/30/2019	JEC	\$150.00	0.50	Email to client
12/30/2019	JECE	\$1,013.50	1.00	Review discovery statutes
1/02/2020	JEC	\$105.00	0.35	Analyze length of trial
1/02/2020	DAH	\$22.50	0.25	Advance to Capital City Court Reporting
1/02/2020	JECE	\$8.00	2.00	Review new discovery responses
1/02/2020	DAH	\$45.00	0.50	Review documents
1/03/2020	DAH	\$22.50	0.25	Email to client
1/04/2020	JECE	\$4.00	1.00	Email with Client
1/06/2020	DAH	\$382.50	4.25	Phone call with client
1/06/2020	DAH	\$135.00	1.50	Email to client
1/06/2020	JEC	\$105.00	0.35	Trial Preparation
1/06/2020	JECE	\$8.00	2.00	Meeting with client
1/06/2020	JECE	\$12.00	3.00	Review client's responses to amended property statement
1/07/2020	DAH	\$90.00	1.00	Email from client
1/07/2020	JEC	\$500.00	2.00	Email to client
1/07/2020	DAH	\$90.00	1.00	Work on case map
1/07/2020	DAH	\$180.00	2.00	Trial Preparation
1/07/2020	JECE	\$4.00	1.00	Conference with Attorney
1/07/2020	JECE	\$8.00	2.00	Trial Preparation
1/08/2020	JECE	\$22.50	2.00	Email from client
1/08/2020	JEC	\$300.00	1.00	Email to client
1/08/2020	DAH	\$607.50	6.75	Advance to Secretary of State
1/08/2020	JECE	\$4.00	4.00	Trial Preparation
1/08/2020	JECE	\$8.00	2.00	Trial Preparation
1/08/2020	JECE	\$4.00	1.00	Color Photo Copies
1/08/2020	JECE	\$8.00	2.00	Email from client
1/09/2020	JECE	\$4.00	1.00	Email to attorney Saab
1/09/2020	JECE	\$11.25	1.00	Email from court
1/09/2020	JECE	\$30.00	30.00	Transmittal Letter
1/09/2020	JECE	\$8.00	16.00	Advance to Secretary of State
1/09/2020	JEC	\$405.00	1.35	Color Photo Copies
1/09/2020	DAH	\$720.00	8.00	Photocopy Expense
1/09/2020	JECE	\$8.00	2.00	Trial Preparation
1/09/2020	JECE	\$4.00	1.00	Email to client
				Email from client



## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/10/2020	JEC	\$300.00	1.00	Trial Preparation
1/10/2020	DAH	\$540.00	6.00	Review docket entries
1/10/2020	JECE	\$12.00	3.00	Trial Preparation
				Email from client
				Email from Debi Twenter
1/10/2020	JECE	\$8.00	2.00	Email from court
1/10/2020	JECE	\$2.00	2.00	Color Photo Copies
1/13/2020	JEC	\$300.00	1.00	Trial Preparation
1/13/2020	DAH	\$360.00	4.00	Trial Preparation
1/13/2020	JECE	\$8.00	2.00	Email to client
1/13/2020	JECE	\$8.00	2.00	Email from client
1/13/2020	JECE	\$4.00	1.00	Email from court
1/13/2020	JECE	\$4.00	1.00	Transmittal Letter
1/13/2020	JECE	\$1.00	2.00	Photocopy Expense
1/14/2020	JECE	\$7.00	14.00	Photocopy Expense
1/14/2020	DAH	\$900.00	10.00	Trial Preparation
1/14/2020	MLH	\$112.50	0.50	Prepare memorandum regarding character evidence in MO Civil Cases
1/14/2020	MLH	\$225.00	1.00	Research character evidence in MO civil cases
1/14/2020	JEC	\$2,250.00	7.50	Trial Preparation
1/14/2020	JECE	\$4.00	1.00	Email to client
1/14/2020	JECE	\$16.00	4.00	Email from court
1/14/2020	JECE	\$21.25	1.00	Advance to Secretary of State
1/14/2020	MDM	\$22.50	0.25	Assist with trial prep
1/14/2020	JECE	\$7.00	7.00	Color Photo Copies
1/15/2020	JECE	\$8.00	2.00	Email from client
1/15/2020	JECE	\$4.00	1.00	Email to client
1/15/2020	JECE	\$12.00	3.00	Email from court
1/15/2020	JECE	\$4.00	1.00	Transmittal Letter
1/15/2020	JECE	\$8.00	8.00	Color Photo Copies
1/15/2020	JECE	\$50.00	100.00	Photocopy Expense
1/15/2020	JEC	\$3,600.00	12.00	Trial Preparation
1/15/2020	DAH	\$900.00	10.00	Trial Preparation
1/15/2020	MLH	\$393.75	1.75	Research and prepare memo concerning non-marital property
1/15/2020	MLH	\$112.50	0.50	Research and prepare memo regarding use of misdemeanor convictions
1/15/2020	MLH	\$112.50	0.50	Research and Prepare Memo regarding property appreciation in dissolution cases
1/15/2020	MLH	\$225.00	1.00	Prepare Arguments to Home Depot's Response to Show Cause Order
1/15/2020	RLW	\$787.50	8.75	work on exhibits and prepare exhibit index; go through all exhibits with attorney and client; revise exhibit list and mark exhibits.
1/15/2020	MDM	\$45.00	0.50	Assist with trial prep
1/16/2020	JECE	\$4.00	1.00	Transmittal Letter
1/16/2020	JECE	\$12.00	3.00	Email from court
1/16/2020	MLH	\$506.25	2.25	Court Appearance on Motion for Sanctions (observation only)
1/16/2020	MDM	\$45.00	0.50	Assist with trial prep
1/16/2020	DAH	\$900.00	10.00	Court Appearance
1/16/2020	JEC	\$3,000.00	10.00	Attend trial
				Research
1/17/2020	JECE	\$3.00	1.00	Long distance charges - Boonville
1/17/2020	JEC	\$4,500.00	15.00	Attend trial
1/17/2020	JECE	\$4.00	1.00	Transmittal Letter
1/17/2020	JECE	\$8.00	2.00	Email from court
1/17/2020	DAH	\$1,080.00	12.00	Court Appearance
1/20/2020	JECE	\$4.00	1.00	Transmittal Letter
1/21/2020	JECE	\$8.00	2.00	Email from court



**Case: Hershberger, Debra; Dissolution of Marriage**

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
1/21/2020				
1/21/2020	DAH	\$22.50	0.25	Review email from Court
1/22/2020	JECE	\$4.00	1.00	Transmittal Letter
1/27/2020	JEC	\$30.00	0.10	Review of file
1/27/2020	JECE	\$4.00	1.00	Email from client
1/29/2020	DAH	\$22.50	0.25	Prepare and file Request for Recording with court
1/29/2020	JECE	\$51.25	1.00	Advance to Camden County
1/29/2020	JECE	\$12.00	3.00	Email from court
1/29/2020	JECE	\$1.00	1.00	Color Photo Copies
1/29/2020	DAH	\$22.50	0.25	Review email from Court
1/30/2020	JECE	\$8.00	2.00	Transmittal Letter
2/04/2020	JECE	\$115.80	1.00	Westlaw Research Charges
2/14/2020	JEC	\$105.00	0.35	Conference with McDorman on Judge's Ruling
2/18/2020	JEC	\$105.00	0.35	Conference with Judge Gilley
2/25/2020	JEC	\$225.00	0.75	Conference with client
2/25/2020	JECE	\$3.00	1.00	Meeting with Judge Gilley
2/26/2020	JECE	\$8.00	2.00	Long distance charges - Booneville
2/26/2020	DAH	\$22.50	0.25	Email from court
2/27/2020	JECE	\$4.00	1.00	Review email from Court
2/27/2020	DAH	\$45.00	0.50	Transmittal Letter
2/28/2020	JEC	\$105.00	0.35	Preparation of pleadings
2/28/2020	DAH	\$202.50	2.25	Review Findings of Fact
3/05/2020	JEC	\$30.00	0.10	Preparation of pleadings - Findings of Fact
3/06/2020	JEC	\$105.00	0.35	Review case status
3/07/2020	JEC	\$1,200.00	0.35	Conference with O.A.
3/09/2020	JEC	\$600.00	4.00	Work on Findings of Fact
3/09/2020	DAH	\$67.50	2.00	Work on Findings of Fact
3/10/2020	JEC	\$105.00	0.75	Assist on preparation of finding of facts
3/11/2020	JECE	\$4.00	0.35	Conference with opposing attorney
3/11/2020	JEC	\$105.00	1.00	Email from atty Saab
3/18/2020	JEC	\$600.00	0.35	Review Saab's email
3/24/2020	DAH	\$45.00	2.00	Work on Findings of Fact
3/26/2020	JEC	\$600.00	0.50	Review documents Finding of Facts
3/27/2020	JEC	\$705.00	2.00	Work on findings of fact
3/28/2020	JEC	\$1,200.00	2.35	Work on Findings of Fact
3/29/2020	JEC	\$600.00	4.00	Work on F of F
4/01/2020	DAH	\$22.50	2.00	Work on F of F
4/02/2020	JECE	\$1.00	0.25	File status review
4/03/2020	DAH	\$80.00	1.00	Color Photo Copies
4/03/2020	JEC	\$600.00	1.00	Assist attorney on FOF-COL
4/04/2020	JEC	\$150.00	2.00	Work on F of F
4/05/2020	JEC	\$150.00	0.50	Work on proposed findings
4/06/2020	JEC	\$600.00	0.50	Work on proposed findings
4/07/2020	DAH	\$22.50	2.00	Work on F of F
4/07/2020	JEC	\$1,650.00	0.25	Review email from client
4/07/2020	DAH	\$180.00	5.50	Research
4/07/2020	JECE	\$4.00	Work on F of F	
4/07/2020	JECE	\$4.00	2.00	Work on FOF-COL
4/07/2020	JECE	\$2.00	1.00	Email from client
4/07/2020	JECE	\$2.00	1.00	Email to client
4/07/2020	JECE	\$2.00	4.00	Photocopy Expense

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
4/08/2020	JECE	\$4.00	1.00	Email to court clerk
4/08/2020	DAH	\$270.00	3.00	Work on FOF-COL for court
4/08/2020	JEC	\$460.00	1.50	Work on F of F
4/08/2020	JECE	\$4.00	1.00	Emails w/ court clerk
4/09/2020	JEC	\$1,500.00	5.00	Email from court clerk
4/09/2020	JECE	\$1.00	1.00	Work on F of F
4/09/2020	DAH	\$22.60	0.25	Color Photo Copies
4/09/2020	JECE	\$4.00	1.00	Phone call with client
4/09/2020	JECE	\$4.00	1.00	Email from client
4/09/2020	DAH	\$495.00	5.50	Email to client
4/09/2020	JEC	\$4.00	1.00	Work on FOF - COL for court
4/10/2020	JEC	\$1,350.00	4.50	Transmittal Letter
4/10/2020	DLS	\$250.00	1.00	Work on F of F
4/10/2020	DAH	\$360.00	4.00	Revise findings of fact
4/10/2020	JECE	\$28.00	28.00	Work FOF & COL for court
4/10/2020	DLS	\$375.00	1.50	Color Photo Copies
4/11/2020	JEC	\$600.00	2.00	Revise findings of fact
4/11/2020	JECE	\$4.00	1.00	Work on F of F
4/11/2020	JECE	\$4.00	1.00	Email from client
4/11/2020	JECE	\$15.00	15.00	Email to client
4/11/2020	JECE	\$7.50	15.00	Color Photo Copies
4/13/2020	JEC	\$150.00	0.50	Photocopy Expense
4/13/2020	MLH	\$168.75	0.75	Email to court
4/13/2020	JECE	\$4.00	1.00	Revise and review typographical errors
4/13/2020	DAH	\$90.00	1.00	Review Findings of Fact and Conclusions of Law document
4/14/2020	JEC	\$105.00	0.35	Email from court
4/14/2020	JECE	\$4.00	1.00	Finalize FOF COL and file with court
4/14/2020	JECE	\$4.00	1.00	Emails from opposing attorney
5/01/2020	JEC	\$30.00	0.10	Review docket entries
5/07/2020	JEC	\$105.00	0.35	Email from attorney Saab
6/02/2020	JECE	\$4.00	1.00	Email from court
6/02/2020	DAH	\$22.50	0.25	Review docket sheet
6/02/2020	JEC	\$105.00	0.35	Conference with clerk
6/02/2020	JECE	\$4.00	1.00	Email from court
6/03/2020	DAH	\$45.00	0.50	Review email from Court
6/03/2020	JECE	\$8.00	2.00	Review F of F from O.A. & email
6/03/2020	DAH	\$22.50	0.25	Email from attorney Saab
6/03/2020	JECE	\$4.00	1.00	Phone call with client
6/04/2020	JECE	\$4.00	1.00	Email from court
6/08/2020	JECE	\$4.00	1.00	Review documents - Opposing attorney's FOF-COL
6/08/2020	JECE	\$4.00	1.00	Transmittal Letter
6/08/2020	JECE	\$4.00	1.00	Transmittal Letter
6/08/2020	JECE	\$8.00	2.00	Email from court
6/08/2020	JECE	\$8.00	2.00	Email to client
6/08/2020	JECE	\$4.00	1.00	Email from client
6/08/2020	JECE	\$4.00	1.00	Email to Teri Lust Judge's clerk
6/08/2020	JEC	\$225.00	0.75	Email from court
				Review Judgment
				review docket entries
				Emails w/ client

## History Report

## Case: Hershberger, Debra; Dissolution of Marriage

Date	Timekeeper	Billable Amt.	Dur/Quantity	Description
6/08/2020				
6/09/2020	JECE	\$4.00	1.00	Transmittal Letter
6/18/2020	DAH	\$22.50	0.25	Review email from client
6/18/2020	JECE	\$4.00	1.00	Email from client
6/26/2020	JECE	\$4.00	1.00	Email to John Reed, Trustee
6/26/2020	JECE	\$4.00	1.00	Email from client
6/26/2020	JEC	\$150.00	0.50	Emails from client
				Emails to bankruptcy lawyer
6/27/2020	JECE	\$4.00	1.00	Email to client
6/27/2020	JEC	\$105.00	0.35	Emails from client
6/29/2020	DAH	\$22.50	0.25	Research on SOS re new LLC
7/10/2020	JECE	\$16.00	4.00	Email from client
7/10/2020	JECE	\$12.00	3.00	Email to client
7/11/2020	JEC	\$225.00	0.75	Emails to client
				Research
7/12/2020	JEC	\$300.00	1.00	Emails with client
				Research SOS & Camden database
7/18/2020	JECE	\$4.00	1.00	Email to client
7/20/2020	JEC	\$105.00	0.35	Emails from client
7/20/2020	JECE	\$4.00	1.00	Email from client
7/21/2020	DAH	\$22.50	0.25	Preparation of pleadings - Attorney's Lien
7/23/2020	JECE	\$4.00	1.00	Email to Client
7/24/2020	JECE	\$8.85	1.00	Certified mailing expense
7/24/2020	JECE	\$8.00	2.00	Email from Court
7/27/2020	JECE	\$4.00	1.00	Transmittal Letter
8/10/2020	JECE	\$1.10	1.00	Westlaw Research Charges
8/13/2020	JECE	\$4.00	1.00	Email from Client
10/07/2020	JECE	\$4.00	1.00	Email from client
11/16/2020	JECE	\$4.00	1.00	Email from client
<b>Grand Total</b>		<b>\$105,245.41</b>	<b>1,886.65</b>	

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

**JOHN E. CURRAN, P.C.**  
**d/b/a CURRAN & ASSOCIATES,**

**Plaintiff,**

**v5.**

DEBRA R. TWENTER, et al.,

**Defendants.**

**Case No.: 21CM-CC00112**

**ANSWER**

**COMES NOW** Defendants, by and through counsel, Harms Law Office, LLC, and for their Answer to Plaintiff's Petition, states and alleges as follows:

### Parties and Venue

1. Defendants deny allegations contained in Paragraph 1 of Plaintiff's Petition and requires strict proof thereof.
2. Defendants are without sufficient information or belief to answer the allegation of whether John E. Curran is the sole shareholder of Plaintiff, and requires strict proof thereof; and admit the remaining allegations contained in Paragraph 2 of Plaintiff's Petition.
3. Defendants admit the allegations contained in Paragraph 3 of Plaintiff's Petition.
4. Defendants admit the allegations contained in Paragraph 4 of Plaintiff's Petition.
5. Defendants admit the allegations contained in Paragraph 5 of Plaintiff's Petition.
6. Defendants admit the allegations contained in Paragraph 6 of Plaintiff's Petition.
7. Defendants deny the allegations contained in Paragraph 7 of Plaintiff's Petition.

8. Defendants deny the allegations contained in Paragraph 8 of Plaintiff's Petition.
9. Defendants deny the allegations contained in Paragraph 9 of Plaintiff's Petition.
10. Defendants deny the allegations contained in Paragraph 10 of Plaintiff's Petition.
11. Defendants admit that Defendant, Twenter, hired "Curran & Associates" to represent her personally in a dissolution matter"; and deny the remaining allegations contained in Paragraph 11 of Plaintiff's Petition.
12. Defendants deny the allegations contained in Paragraph 12 of Plaintiff's Petition.

**Count I – Breach of Contract**

COMES NOW Defendants, by and through counsel, Harms Law Office, LLC, and for their Answer to Count I of Plaintiff's Petition for Breach of Contract, states and alleges as follows:

13. Defendants hereby restate and reallege their answers to Paragraphs 1 through 12 as if more fully set forth herein below.
14. Defendants admit the allegation that Defendant, Twenter, entered into a contract with Curran & Associates for the provision of legal services relating to her dissolution of marriage action; and deny the remaining allegations contained in Paragraph 14 of Plaintiff's Petition.
15. Defendants admit that some of the legal services provided by Curran & Associates were necessary to prosecute the dissolution of marriage action on behalf of Defendant, Twenter; and deny the remaining allegations contained in Paragraph 15 of Plaintiff's Petition.
16. Defendants deny the allegations contained in Paragraph 16 of Plaintiff's Petition.

17. Defendants admit the allegations contained in Paragraph 17 of Plaintiff's Petition and affirmatively states that Curran & Associates and John F. Curran specifically are still Defendant, Twenter's, attorneys of record in the dissolution of marriage action and continue to owe Defendant, Twenter, all duties as such.

18. Defendants deny the allegations contained in Paragraph 18 of Plaintiff's Petition.

19. Defendants admit that Defendant, Twenter, made payments to Curran & Associates totaling \$22,204.75; and deny the remaining allegations contained in Paragraph 19 of Plaintiff's Petition.

20. Defendant specifically deny the allegations that Defendants, M/A/D/ Properties, Inc. and/or Copies Etc., Inc., have any obligation to pay any amounts alleged by Plaintiff, and deny the remaining allegations contained in Paragraph 20 of Plaintiff's Petition.

21. Defendants deny the allegations contained in Paragraph 21 of Plaintiff's Petition.

22. Defendants deny the allegations contained in Paragraph 22 of Plaintiff's Petition.

23. Defendants deny the allegations contained in Paragraph 23 of Plaintiff's Petition.

**WHEREFORE**, Defendants, having fully answered the allegations contained in Plaintiff's Petition, respectfully prays this honorable Court to dismiss Plaintiff's Petition; sending Defendants forth with their costs incurred in defending against the same; and any other relief this honorable Court deems just and proper under the premises.

#### **Count II – Suit on Account**

**COMES NOW** Defendants, by and through counsel, Harnis Law Office, LLC, and for their Answer to Count II of Plaintiff's Petition for Suit on Account, states and alleges as follows:



24. Defendants hereby restate and reallege their answers to Paragraphs 1 through 23 as if more fully set forth herein below.

25. Defendants deny the allegations contained in Paragraph 25 of Plaintiff's Petition.

26. Defendants admit the allegation that Curran & Associates provided services to Defendant, Twenter, through July 22, 2020 and affirmatively states that Curran & Associates and John E. Curran specifically are still her attorneys of record in the dissolution of marriage action and continue to owe Defendant, Twenter, all duties as such; and Defendants deny the remaining allegations contained in Paragraph 26 of Plaintiff's Petition.

27. Defendants deny the allegations contained in Paragraph 27 of Plaintiff's Petition.

28. Defendants deny the allegations contained in Paragraph 28 of Plaintiff's Petition.

29. Defendants deny the allegations contained in Paragraph 29 of Plaintiff's Petition.

30. Defendants deny the allegations contained in Paragraph 30 of Plaintiff's Petition.

31. Defendants admit that Defendant, Twenter, made payments to Curran & Associates totaling \$22,204.75; and deny the remaining allegations contained in Paragraph 31 of Plaintiff's Petition.

32. Defendants deny the allegations contained in Paragraph 32 of Plaintiff's Petition.

33. Defendants deny the allegations contained in Paragraph 33 of Plaintiff's Petition.

34. Defendants deny the allegations contained in Paragraph 34 of Plaintiff's Petition.

35. Defendants deny the allegations contained in Paragraph 35 of Plaintiff's Petition.

36. Defendants deny the allegations contained in Paragraph 36 of Plaintiff's Petition.

**WHEREFORE**, Defendants, having fully answered the allegations contained in

Plaintiff's Petition, respectfully prays this honorable Court to dismiss Plaintiff's Petition; sending Defendants forth with their costs incurred in defending against the same; and any other relief this honorable Court deems just and proper under the premises.

**Count III – Quantum Meruit**

**COMES NOW** Defendants, by and through counsel, Harms Law Office, LLC, and for their Answer to Count III of Plaintiff's Petition for Quantum Meruit, states and alleges as follows:

37. Defendants hereby restate and reallege their answers to Paragraphs 1 through 36 as if more fully set forth herein below.
38. Defendants admit the allegation that Curran & Associates provided services to Defendant, Twenter, from October 14, 2018 through July 22, 2020 and affirmatively states that Curran & Associates and John E. Curran specifically are still her attorneys of record in the dissolution of marriage action and continue to owe Defendant, Twenter, all duties as such; and Defendants deny the remaining allegations contained in Paragraph 38 of Plaintiff's Petition.
39. Defendants deny the allegations contained in Paragraph 39 of Plaintiff's Petition.
40. Defendants deny the allegations contained in Paragraph 40 of Plaintiff's Petition.
41. Defendants deny the allegations contained in Paragraph 41 of Plaintiff's Petition.
42. Defendants admit that Defendant, Twenter, made payments to Curran & Associates totaling \$22,204.75; and deny the remaining allegations contained in Paragraph 42 of Plaintiff's Petition.
43. Defendants deny the allegations contained in Paragraph 43 of Plaintiff's Petition.

44. Defendants deny the allegations contained in Paragraph 44 of Plaintiff's Petition.
45. Defendants deny the allegations contained in Paragraph 45 of Plaintiff's Petition.
46. Defendants deny the allegations contained in Paragraph 46 of Plaintiff's Petition.
47. Defendants deny the allegations contained in Paragraph 47 of Plaintiff's Petition.

**WHEREFORE**, Defendants, having fully answered the allegations contained in Plaintiff's Petition, respectfully prays this honorable Court to dismiss Plaintiff's Petition; sending Defendants forth with their costs incurred in defending against the same; and any other relief this honorable Court deems just and proper under the premises.

**Count IV – Account Stated**

**COMES NOW** Defendants, by and through counsel, Harms Law Office, LLC, and for their Answer to Count IV of Plaintiff's Petition for Account Stated, states and alleges as follows:

48. Defendants hereby restate and reallege their answers to Paragraphs 1 through 47 as if more fully set forth herein below.
49. Defendants deny the allegations contained in Paragraph 49 of Plaintiff's Petition.
50. Defendants deny the allegations contained in Paragraph 50 of Plaintiff's Petition.
51. Defendants admit that Defendant, Twenter, made payments to Curran & Associates totaling \$22,204.75; and deny the remaining allegations contained in Paragraph 51 of Plaintiff's Petition.
52. Defendants deny the allegations contained in Paragraph 52 of Plaintiff's Petition.
53. Defendants deny the allegations contained in Paragraph 53 of Plaintiff's Petition.
54. Defendants deny the allegations contained in Paragraph 54 of Plaintiff's Petition.

55. Defendants deny the allegations contained in Paragraph 55 of Plaintiff's Petition.

**WHEREFORE**, Defendants, having fully answered the allegations contained in Plaintiff's Petition, respectfully prays this honorable Court to dismiss Plaintiff's Petition; sending Defendants forth with their costs incurred in defending against the same; and any other relief this honorable Court deems just and proper under the premises.

**AFFIRMATIVE DEFENSES**

1. As their first Affirmative Defense, Defendants incorporate each and every allegation contained in Defendant, Twenter's, Counter Petition against Plaintiff as if more fully stated herein below.
2. Defendants reserve the right to assert further Affirmative Defenses as discovery progresses in this cause of action.

**Respectfully submitted,**

**HARMS LAW OFFICE, LLC**

By:   
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 Lake Ozark, MO 65049  
 Phone: (573) 348-9300  
 Facsimile: (573) 348-9301  
 gjharms@harmslawoffice.com

**ATTORNEYS FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

Pursuant to Rule 55.03(a), the undersigned, hereby certifies that he has signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process. The undersigned further certifies that he filed a copy of the foregoing using Missouri's Electronic Filing system on October 13, 2021, and said system will provide notification of the filing and access to the pleading to all counsel of record.

  
*Harms Law Office, LLC*